

October 1, 2016

**SUBMITTED ELECTRONICALLY VIA ECFS**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW Washington, DC 20554

Re: Appeal of Tishomingo Public Schools (BEN: 139868), for denial of FY 2013 Application 889992 FRN 2419788, FY 2014 Application 946040 FRN 2575639 and FY 2015 Application 1024090 FRN 2779824

Pursuant to 47 C.F.R. § 54.719(a), Tishomingo hereby respectfully submits this appeal of decisions by the Universal Service Administrative Company (USAC) to deny FRN 2419788 for Funding Year 2013, FRN 2575639 for Funding Year 2014 and FRN 2779824 for Funding Year 2015.

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The reason for denial:

*“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.’”*

Signed:

\_\_\_\_\_/s/

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## **I. INTRODUCTION**

Tishomingo Public Schools (Tishomingo or the District) hereby respectfully requests that the Universal Service Administrative Company (USAC) reverse its decision to deny Schools and Libraries (E-rate) universal service funding to Tishomingo for its FRN 2419788 on 471 Application Number 889992 for Funding Year 2013, FRN 2575639 on 471 Application Number 946040 for Funding Year 2014 and FRN 2779824 on 471 Application Number 1024090 for Funding Year 2015.

USAC denied the District's request for funding because USAC claims that the District did not select the most cost-effective bidder to provide its Internet access services. To the contrary, as the discussion below will explain, the District satisfied all of the program's competitive bidding rules and selected the most cost-effective services, when it considered price and its other evaluation criteria. USAC's use of a bright-line standard is contrary to Commission precedent stating no such bright-line test exists, and, regardless, *Ysleta* is not applicable here.

Upholding the denials of these applications will preclude a fair and open competitive bidding process in which all bids are fairly evaluated, render the competitive bidding process meaningless and will force schools to select a lower-cost bid, even if not the most cost-effective, contrary to program rules – and possibly their own competitive bidding requirements. For practical purposes, this ruling by USAC will make price the only factor that matters in the E-rate competitive bidding process. That will result in many applicants selecting services that do not provide the best value for them or, therefore, the E-rate program. Such an outcome would not serve the E-rate program or statutory goals. Thus, we respectfully ask USAC to reverse its decision and grant funding to the District for the funding request at issue.

## II. BACKGROUND

Tishomingo is a small, rural school district in southern Oklahoma. The District has approximately 950 students enrolled and only has one IT tech on staff.<sup>1</sup>

For Funding Year 2013 the District filed a 470 requesting bids for Internet access and other unrelated services.<sup>2</sup> The District also released a Request for Proposal on October 8<sup>th</sup>, 2012.<sup>3</sup> Included in this RFP were requests for Internet access and other unrelated services.

The District received four bids for the Internet access portion of the RFP: Meet Point Networks, Chickasaw Long Distance, Windstream and OneNet.<sup>4</sup> After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract.<sup>5</sup>

On May 20<sup>th</sup>, 2016 USAC issued a Notification of Commitment Adjustment Letter that denied the funding request for Meet Point services on FRN 2419788.<sup>6</sup> The reason for the denial states:

*“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.’”*

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<sup>1</sup> Affidavit of Linda Holmes paragraph 4 & 5

<sup>2</sup> FCC Form 470 #150700001048534 (FY 2013 Form 470).

<sup>3</sup> FY 2013 RFP, Exhibit 1.

<sup>4</sup> See Exhibit 2, 2013 Bids Received.

<sup>5</sup> 2013 FCC Form 471 # 889992, EXHIBIT 3. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

<sup>6</sup> Exhibit 4, Notification of Commitment Adjustment Letter, dated 5/20/2016.



For Funding Year 2014 the District filed a 470 requesting bids for Internet access and other unrelated services.<sup>7</sup> The District also released an Invitation for Competitive Bids (IFCB – also known as a Request for Proposal or RFP) on October 4<sup>th</sup>, 2013.<sup>8</sup> Included in this RFP were requests for Internet access and other unrelated services.

The District received four bids for the Internet access portion of the RFP: Meet Point Networks, Chickasaw Long Distance, Cox and OneNet.<sup>9</sup> After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract.<sup>10</sup>

On May 20<sup>th</sup>, 2016 USAC issued a Notification of Commitment Adjustment Letter that denied the funding request for Meet Point services on FRN 2575639.<sup>11</sup> The reason for the denial states:

*“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.’”*

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<sup>7</sup> FCC Form 470 # 252120001148954 (FY 2014 Form 470).

<sup>8</sup> FY 2014 RFP, Exhibit 5.

<sup>9</sup> See Exhibit 6, 2014 Bids Received.

<sup>10</sup> 2014 FCC Form 471 # 946040, EXHIBIT 7. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access, firewall services, and email and web hosting.

<sup>11</sup> Exhibit 8, Notification of Commitment Adjustment Letter, dated 5/20/2016.

For Funding Year 2015 the District filed a 470 requesting bids for Internet access.<sup>12</sup> The District also released an Invitation for Competitive Bids (IFCB – also known as a Request for Proposal or RFP) on January 13<sup>th</sup>, 2015.<sup>13</sup> Included in this RFP was a request for Internet access.

The District received six bids for the Internet access portion of the RFP: Meet Point Networks, Chickasaw Long Distance, Cox, Rhino, Windstream and OneNet.<sup>14</sup> After carefully evaluating the bids received, the District selected Meet Point Networks to provide their Internet access under a multi-year contract.<sup>15</sup>

On May 26<sup>th</sup>, 2016 USAC issued a Funding Commitment Decision Letter that denied the funding request for Meet Point services on FRN 2779824.<sup>16</sup> The reason for the denial states:

*“The FRN is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. The FCC codified in the Ysleta Order, that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to the prices available commercially and stated that ‘there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost effective, absent extenuating circumstances.’”*

Tishomingo received USAC Appeal Denial Letters for 2013 on August 5, 2016, for 2014 on August 5, 2016 and for 2015 on August 8, 2016.<sup>17</sup>

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<sup>12</sup> FCC Form 470 # 331750001293864 (FY 2015 Form 470).

<sup>13</sup> FY 2015 RFP, Exhibit 9.

<sup>14</sup> See Exhibit 10, 2015 Bids Received.

<sup>15</sup> 2015 FCC Form 471 # 1024090, Exhibit 11. The services also include 24 x 7 troubleshooting and repair, onsite visits to restore Internet access and firewall services.

<sup>16</sup> Exhibit 12, Funding Commitment Decision Letter, dated 5/26/2016.

<sup>17</sup> Administrator’s Decision Letters for 2015, 2014 and 2013, Exhibit 13.

By this letter, the District appeals USAC's decision to rescind its funding commitments.

Commission rules allow 60 days for the filing of an appeal to the FCC.<sup>18</sup> Because this appeal is filed within 60 days of USAC's decision, it is timely filed.

### **III. BECAUSE TISHOMINGO SELECTED THE MOST COST-EFFECTIVE SERVICES, ITS E-RATE APPLICATION FOR FY 2013, 2014 and 2015 SHOULD BE RE-INSTATED**

Federal Communications Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts.<sup>19</sup> Applicants are required to “carefully consider all bids submitted” and to select “the most cost-effective service offering” using the price of eligible goods and services as the primary factor.<sup>20</sup> Under section 54.511(a) of the Commission's rules, an applicant “may consider relevant factors other than the pre-discount prices” submitted by providers to determine which service offering is the most cost-effective, so long as price is the primary factor considered.<sup>21</sup>

The Commission's *Tennessee Order* ruled there is a presumption of cost-effectiveness when the applicant meets all of the requirements of the competitive bidding process and when the applicant pays its share of the costs.<sup>22</sup> Nevertheless, USAC alleges that the District did not select the most cost-effective service offering. USAC claims that the District's selection of services that cost more than two times another bid violates the Commission's directive in

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<sup>18</sup> 47 C.F.R. § 54.719(a); 47 C.F.R. § 54.720(b).

<sup>19</sup> See 47 C.F.R. § 54.503(a)-(b) (2014). See also *In the Matter of Fed.-State Joint Bd. on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 97-157 at ¶ 480 (1997) (*First Universal Service Order*) (finding that “fiscal responsibility compels us to require that eligible schools and libraries seek competitive bids for all services eligible for [E-rate] discounts.”).

<sup>20</sup> *Id.* at § 54.511(a) (2012) and (2014). See also 47 C.F.R. §§ 54.503(c)(2)(vii), 54.504(a)(1)(xi) (2012) (requiring applicants to certify on FCC Forms 470 and 471 respectively that the most cost-effective bid will be or was selected).

<sup>21</sup> 47 C.F.R. § 54.511(a).

<sup>22</sup> *Tennessee Order* at ¶¶ 9-12 .

*Ysleta*.<sup>23</sup> The “standard” used by USAC, however, has never been adopted by the Commission as a bright-line standard for cost-effectiveness. USAC is also applying this standard to compare bids that provide different service components (that are eligible). Further, the dicta in *Ysleta* is not applicable to this case.

**A. Tishomingo Followed E-rate Competitive Bidding Rules to Select the Most Cost-Effective Bid, Contrary to USAC’s Allegations.**

In the *Universal Service Order* establishing the E-rate program, the Commission agreed with the recommendation of the Federal-State Joint Board on Universal Service that schools and libraries should not be required to choose the lowest-priced service but instead should be allowed the “‘**maximum flexibility**’ to take service quality into account and to choose the offering or offerings that meets their needs ‘most effectively and efficiently.’”<sup>24</sup> In the *Second Report and Order*, the Commission codified the requirement that price must be the primary factor when applicants analyze bids they have received.<sup>25</sup>

Significantly, the Commission’s rules have never required schools and libraries to select a provider offering a lower price, even among bids for comparable service.<sup>26</sup> Given that price, as

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<sup>23</sup> See Funding Commitment Decision Letter; *Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District El Paso, Texas, et al.*, Order, FCC 03-313, 18 FCC Rcd 26407, n. 138 (2003) (*Ysleta Order*).

<sup>24</sup> *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, at ¶ 481 (1997) (*Universal Service Order*) (quoting the Joint Board’s recommendation).

<sup>25</sup> See *Schools and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Second Report and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 9202, FCC 03-101 (2003) (codifying 47 C.F.R. §54.511(a)) (*Second Report and Order*); see also *School and Libraries Universal Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, 19 FCC Rcd 15808 (2004) (codifying 47 C.F.R. § 54.504(b)(2)(vii) and 47 C.F.R. § 54.504(c)(1)(xi)) (*Fifth Report and Order*).

<sup>26</sup> *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9029, para. 481 (1997) (subsequent history omitted) (*Universal Service Order*).

a category, only has to be weighted one point higher than any other category,<sup>27</sup> however, it is quite likely that a vendor could be awarded fewer points in the cost category yet still win the bid based on points earned in the technical (non-price) categories. In fact, the Commission has stated repeatedly that price cannot be the only factor for the obvious reason that “price cannot be properly evaluated without consideration of what is being offered.”<sup>28</sup>

The District met the Commission’s requirements by giving more weight to price than to any other factor it used in the selection process and by appropriately awarding points in the other non-cost factors. The bid evaluation sheets used by the District for FY 2013 allotted a maximum of 25 points for the price of eligible goods and services.<sup>29</sup> The other categories – service history, expertise of company, understanding of needs/completeness of bids, and the location of the company – all had maximum points of 20 or fewer. For FY 2014 the District used bid evaluation sheets with two evaluation criteria: Price of Eligible Goods and Services (40 points maximum) and Service History (20 points maximum).<sup>30</sup> The bid evaluation sheets used by the District for FY 2015 allotted a maximum of 25 points for the price of eligible goods and services.<sup>31</sup> The other categories for 2015 – service history, expertise of company, understanding of needs/completeness of bids, onsite tech support services, basic firewall included, onsite configuration/turn up – all had maximum points of 20 or fewer.<sup>32</sup>

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*See also Tennessee Order* at ¶ 9 (“Even among bids for comparable services, however, this does not mean that the lowest bid must be selected.”).

<sup>27</sup> If, for example, a school assigns 10 points to reputation and 10 points to past experience, the school would be required to assign at least 11 points to price. *See Ysleta Order* at ¶ 50, n. 138.

<sup>28</sup> *Tennessee Order* at ¶ 8.

<sup>29</sup> 2013 Bid Evaluation Sheets, Exhibit 14.

<sup>30</sup> 2014 Bid Evaluation Sheets, Exhibit 15.

<sup>31</sup> 2015 Bid Evaluation Sheets, Exhibit 16.

<sup>32</sup> *Id.*

For 2013, USAC points to the Chickasaw and OneNet bids as bids that are the cost-effective solutions. For 2014 USAC identifies the Chickasaw bid as the cost effective solution. For 2015 USAC indicates the reason for the denial is selecting Meet Point which is twice as expensive as other competing offers. The only offer that was two times less than Meet Points bid was OneNet. For all three years, Meet Point was awarded additional points based upon their excellent service history with the district. The staff at Meet Point had been responsible in previous funding years for initiation of the Internet services; configuration of the router; determining the cause of any issues with the services and resolving those issues; and the configuration, administration and issue-resolution of email services. Their work ethic demonstrated a commitment to providing the best services for the District. As the Commission has noted, “[A] school should have the flexibility to select different levels of services, to the extent such flexibility is consistent with that school’s technology plan and ability to pay for such services.”<sup>33</sup> The quality of service and responsiveness when problems arise are especially important to small districts that have few employees focusing on technology.

Most importantly, Tishomingo considered the quality of service, as the Commission explicitly recognized in *Tennessee*, and selected the bid that met its needs “most effectively and efficiently.”<sup>34</sup> To meet the needs of its students and teachers, Tishomingo required an Internet access service that provided strong network security.<sup>35</sup> Meet Point received higher scores because they offered services that OneNet or Chickasaw did not include on their bid –

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<sup>33</sup> *Tennessee*, Para. 9

<sup>34</sup> *Tennessee Order* at ¶ 9

<sup>35</sup> Holmes Aff. ¶ 8(iv)

specifically firewall services and onsite tech support.<sup>36</sup> For the 2015 bidding process, the RFP specifically requested those services, and OneNet declined to bid them. Meet Point’s service also included a direct line of communication – when issues arose with Meet Point the school had the cell phone numbers for the principals in the company. These services and the direct line of communication are especially important to a school district that had only one IT tech on staff.<sup>37</sup> Tishomingo felt that it was essential that it had a company that could resolve any issues in the most expeditious manner possible.<sup>38</sup> It was not beneficial for the district to have a service that required a lot of staff time in the restoration process. When the Internet is down, the teacher cannot skip a lesson or wait until next week when the Internet is working again. Every minute of classroom time is valuable, especially with the demands upon the education system today. Similarly, online testing cannot be pushed to a different time. Therefore, service quality (and the ability to quickly restore that service) is an essential component of the selection process. As noted by the Commission, applicants cannot properly consider price without consideration of what services are being offered. Here, Meet Point offered additional services that OneNet and Chickasaw did not include in their bid proposal.

In contrast, OneNet received lower point awards in the non-price categories. Specifically, Tishomingo had heard from multiple OneNet customers that OneNet was “oversubscribed” and that those customers were not getting the bandwidth they had ordered.<sup>39</sup> What is the point of going with a lower-priced provider if you don’t get what you are paying for?

In fact, in 2011 OneNet sponsored a K12 conference in OK – *NetPotential* 2011. During this conference, Von Royal, the Executive Director and CIO of OneNet admitted they had

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<sup>36</sup> Holmes Aff. ¶ 14, 18 & 22

<sup>37</sup> Holmes Aff. ¶ 5

<sup>38</sup> Holmes Aff. ¶ 8

<sup>39</sup> Holmes Aff. ¶ 14, 18 & 22

problems with their network, and that they were “not pleased with all the levels of service we were providing, so we undertook a major upgrade.”<sup>40</sup> The word in the K12 community at that time was that OneNet was oversubscribed (meaning you could order a 100 Mb circuit and only get a portion of that bandwidth) – as Wes Fryer, a respected K12 technology advocate in Oklahoma, writes: “OneNet has historically over-subscribed its k-12 educational network when it comes to bandwidth.”<sup>41</sup> OneNet themselves admitted that their network had not been performing to the standards they would have liked. This was common knowledge in the Oklahoma K12 community at the time.

Tishomingo evaluated the Internet access providers based on categories that it determined were important. That evaluation led Tishomingo to select the service provider with the offer that best met the District’s needs. It choose Meet Point because it determined that the service history, expertise of the company, location, and the company’s understanding of the District’s needs were superior to that of OneNet – as allowed and encouraged by Commission orders and E-rate program rules.

**B. The Commission Has Never Established a Bright-Line Standard, as USAC Has Done Here.**

After adopting the guidance on cost-effectiveness in *Tennessee*, the Commission declined to adopt a bright-line standard for cost-effectiveness. In the *Third Report and Order* – released two weeks after *Ysleta* – and in a paragraph directly referencing *Ysleta*, the Commission specifically noted it did not have a bright-line test for cost-effectiveness: “*Nor do our rules*

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<sup>40</sup> *Moving at the Speed of Creativity* October 21, 2011, <http://www.speedofcreativity.org/2011/10/21/netpotential-2011-conference-notes-netpotential11/>

<sup>41</sup> *Moving at the Speed of Creativity*, March 22, 2011, <http://www.speedofcreativity.org/2011/03/22/iphone-tethering-cellular-bandwidth-consumption-the-home-school-internet-access-divide/>



expressly establish a bright line test for what is a ‘cost effective’ service.”<sup>42</sup> The Commission has twice sought comment on whether to adopt specific standards or provide additional guidance with respect to this rule, but has so far declined to do so.<sup>43</sup>

Contrary to these Commission declarations, however, USAC points to *Ysleta* as support for stating that Tishomingo’s services are not cost-effective, by stating that the services selected through Tishomingo’s competitive bidding process were more than two times the OneNet bid. There are several problems with USAC’s reliance upon *Ysleta* here. First, USAC appears to be establishing a bright-line rule even though the Commission has expressly stated that it has not adopted a bright-line standard.<sup>44</sup> As USAC is aware, USAC cannot interpret Commission

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<sup>42</sup> See, e.g., *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Third Report and Order and Second Further Notice of Proposed Rulemaking, FCC 03-323, at ¶ 87 (*Third Report and Order*) (“Our rules do not expressly require, however, that the applicant consider whether a particular package of services are the most cost effective means of meeting its technology needs. Nor do our rules expressly establish a bright line test for what is a “cost effective” service.”); *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Notice of Proposed Rulemaking, FCC 13-100, at ¶ 213 (*Modernization NPRM*) (“[W]e seek to refresh the record on whether we should adopt bright line tests, benchmark or formula for determining the most cost-effective means of meeting an applicant’s technology needs.”). It is notable, however, that the Commission appeared to focus on situations where no bid or only one bid was received, and those situations where applicants are selected expensive priority one services simply because they are supported, even though they are unnecessary or when less expensive services would fill the same need. *Modernization NPRM* at ¶¶ 203, 212-213.

<sup>43</sup> In 2003, in the *Third Report and Order*, the Commission sought comment on whether it should codify additional rules to ensure that applicants make informed and reasonable decisions in deciding for which services they will seek discounts. *Third Report and Order*, at ¶ 87. In the *Modernization NPRM*, the FCC sought comment on adopting new standards for cost-effectiveness. *Modernization Order*, at ¶¶ 211-216. In the *First Modernization Order*, the Commission provided limited guidance related to the showing of cost-effectiveness necessary to receive funding for data plans for wireless devices and wireless air cards providing Internet access. The Commission ruled the wireless services are not cost-effective if they are duplicating service already being provided. *Id.* at ¶ 151.

<sup>44</sup> See *Third Report and Order* at ¶ 87; *Modernization NPRM* at ¶ 213.

rules.<sup>45</sup> As such, USAC should not use a bright-line standard of “two times” other bids to determine that services selected through Tishomingo’s competitive bidding process are not cost-effective. Further, the Commission directed USAC to review its approach to cost-effectiveness reviews and then share the information with applicants and services providers before it attempts to implement a new approach, with oversight performed by the Wireline Competition Bureau and the Office of the Managing Director.<sup>46</sup> As of the date of filing this appeal, USAC has not provided this information. It is a potential violation of the Administrative Procedure Act and, at a minimum, fundamentally unfair to applicants to adopt a new standard of review and simply not tell the applicants what the standard is before holding them to it. In fact, the Commission should seek comment in a rulemaking process to establish a new standard, as it has done twice before without adopting such a standard. As the Commission has recognized by seeking comment on this issue, the Commission should adopt an order revising its own precedent if it desires to do so.<sup>47</sup>

Second, *Ysleta*’s facts are not applicable to this situation. The Commission in *Ysleta* analyzed a competitive bidding process in which the school district received one or no bids.<sup>48</sup> Tishomingo sought bids through the FCC Form 470 process for its E-rate eligible services. In *Ysleta*, the Commission stated – in dicta – that a price for a piece of *equipment* two to three times “the prices available from commercial vendors would not be cost-effective, absent extenuating

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<sup>45</sup> 47 C.F.R. § 54.702(c).

<sup>46</sup> *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, *Connect America Fund*, WC Docket No. 90-90, Second Report and Order and Order on Reconsideration, FCC 15-189 (2014) at ¶ 126.

<sup>47</sup> *Third Report and Order*, ¶ 87; *Modernization NPRM*, at ¶¶ 213.

<sup>48</sup> *Ysleta* at ¶ 54.

circumstances.”<sup>49</sup> The example the Commission gave in *Ysleta* was of a piece of equipment. Equipment, unlike services, are commodities and more easily comparable. Even so, people often make purchasing decisions based on the quality of the brand of the product. The same is true – and even more so – for services. Evaluations of competing services are, of course, different than evaluating bids for the same piece of equipment. When evaluating a service, Applicants will have to consider the reliability of the service, the ability of the service provider to restore service in downtimes (including the technical expertise of the staff), and if the service provides the elements the Applicant would be purchasing (for example, are we really getting the amount of Internet access we have ordered?). Accordingly, USAC should not use *Ysleta* to support its analysis when comparing services, especially when the bids are different and include different, eligible services – such as on-site technical support and firewall services. As described above, Tishomingo compared the quality of services of Meet Point with the services provided by OneNet and reached the conclusion that Meet Point’s services were superior.

Third, the *Ysleta* decision does not establish a standard that applicants are precluded from selecting bids that are twice as expensive as “the lowest bid.” The standard in *Ysleta* is “two or three times” the prices that are **commercially available** for those services,<sup>50</sup> which begs the question: *What would have been the pricing of the lower bidders had they included the additional, **eligible** services that Meet Point provides, or if those lower-priced bidders had the level of expertise of the Meet Point staff?* Of course, the answer to that question is “unknown” which means comparing these two bids using the *Ysleta* standard is a moot exercise and is not a fair evaluation of what is and is not cost effective.

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<sup>49</sup> *Id.*

<sup>50</sup> *Id.*

Is Meet Point's bid "too expensive" for USAC to fund? We disagree with the conclusion that it is. The only way to determine if the bid is "too expensive" is to compare it to other commercially available services. USAC did not compare Meet Point's bid, which provided for different levels of support (cell phone numbers for the principals, on-site support and turn up) and different services (firewall services) than the other bidders, to other similar, commercially available offerings. USAC, in trying to make that determination could have surveyed local providers to determine what the commercially reasonable local price would be for a similar set of services (both scope and quality), or USAC could have used existing information they have gathered via 471 submissions about similar Internet access services provided in Oklahoma. We believe the price that Meet Point charges, given the level of support, the technical expertise of their staff and additional services offered, is commercially reasonable.

Additionally, we note that USAC funded the 2013 and 2014 FRNs for the District. USAC knew exactly how much they were paying for exactly how much bandwidth. USAC has cost-effectiveness standards before they fund applications to "red flag" funding requests that are out of a normal range. Neither the District's 2013 or 2014 FRNs triggered one of those USAC pre-funding cost effectiveness review. For USAC to fund the FRN, knowing exactly how much they were paying for a specific amount of bandwidth and services and then years later demand that the District repay that funding is patently unfair to the District.

Finally, the Commission in *Ysleta* was also describing a situation in which there was only one bidder, and therefore no competitive bidding, this precluding the applicant from any comparison of services or price.<sup>51</sup> In such a case, the applicant is at the mercy of the service provider's pricing and does not have a choice as to providers. Tishomingo was not held hostage

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<sup>51</sup> *Id.*

to one provider. It received multiple bids and made a reasoned judgment regarding the services and comparative costs that met its needs through its competitive bidding process.

The reason that Tishomingo selected a more expensive service provider – even though funding for schools is tight in Oklahoma – is that a properly functioning Internet service is critical to the success of its students. The evaluation categories of location, service history, expertise of the company and understanding the needs of the District all relate to whether the Internet access service will function as expected or be repaired as quickly as possible. Internet access services are as important to Tishomingo as its other utilities, including heat and water. With the way the curriculum is structured, the schools simply cannot function if the Internet is not accessible. It is not cost-effective for either the District or the E-rate program to pay for an Internet service – no matter how inexpensive it is – that does not further the goal of providing students with access to greater educational opportunities. Further, the District believed it was cost-effective for its needs as a small, rural district, to pay extra for a service that included enhanced levels of support and protection (*i.e.*, the firewall). Tishomingo chose the service provider that was most cost-effective for its needs.

### **C. USAC's Decision in This Case Undermines Program Policies and Goals**

Application of USAC's decision on a consistent basis will not further E-rate program policies and goals. First, it will force applicants in some cases to select a provider that does not offer the most cost-effective services for the applicants' needs – and likely could cause applicants to perform a disingenuous bid review process. Second, this decision could require applicants to weight price more heavily in the bid evaluation process – which is not required by Commission rules – in order to try to meet USAC's newly created standard. Finally, the District will suffer significant harm if its funding is denied.

First, USAC's attempt to second-guess the work of the District will force applicants to select a lower-priced offering, regardless of quality or other relevant criteria, so they will not be subject to second-guessing months or years after the conclusion of the competitive bidding process. To prevent this potential denial of funding, applicants will be forced to select a lower-price bidder, notwithstanding their review of the vendors' bids using the other factors important to the individual applicants.

Using such a standard will lead to a disingenuous bidding process. Applicants are required to consider all valid bids received.<sup>52</sup> Is it really USAC's position that an applicant must evaluate a bid that is two times more expensive than the other bids, but that bid (under USAC's interpretation of *Ysleta*) must always lose? Are applicants supposed to manipulate the evaluation process so that the more expensive vendor receives fewer points, notwithstanding the reviewer's actual analysis of the bid responses? A fair and open competitive bidding process cannot have pre-determined outcomes. Such a result could cause applicants to violate their own competitive bidding requirements. Further, what is the point of allowing the applicant the "maximum flexibility" to consider service history, quality of service, or other reasonable factors of a bid that USAC has pre-determined must always lose? An applicant that follows all of its own state and local procurement rules should not be prohibited from selecting a bid that meets its needs, but for a non-codified standard that USAC has decided to impose. If it is truly the intention that bids that are twice as much as the lowest bid are, on face, not cost-effective and should never win, then the program should explicitly allow applicants to disqualify those bids before the bid evaluation process begins, even if no disqualification factors are listed by the applicant in the FCC Form 470 and/or RFP. As it stands right now, applicants are required by FCC rules to

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<sup>52</sup> 47 C.F.R. § 54.511(a).

evaluate all bids received and applicants do not have the authority to disqualify bids that are twice as expensive as the lowest bid received.

Second, USAC's process to determine cost-effectiveness is flawed. USAC's current interpretation of Ysleta places the applicant in an untenable position - the applicant is required to evaluate all bids, required to use specific bid criteria weighted in a specific manner and conduct an open and fair competitive bidding process. Even when an applicant complies with all of these rules and follows all of the approved processes, if a bid is awarded the most points and determined to be the best fit for the applicant's needs, but is twice as much as a lower bid, what can an applicant do? The applicant can't simply throw out the bid or disqualify it – not only would the winning bidder have legal recourse against the applicant should the applicant throw out that bid, but the applicant could very well be in violation of local or state competitive bidding rules for not proceeding with the bid that was awarded the most points. Under USAC's interpretation of Ysleta, that bid should never win, but using the FCC's competitive bidding process and rules it did. What is the point of following all of the competitive bidding rules if it produces an outcome that USAC won't fund?

There are no allegations of competitive bidding rule violations by the District. USAC's concerns about cost-effectiveness seem better directed at the bid evaluation process that produced an outcome that USAC deems too expensive (perhaps the Commission should set more stringent procedures for weighting Price of Eligible Goods and Services at 50% of the total available points) than directing those concerns at the District. How can a winning bid be determined to be "too expensive" by USAC if the applicant properly evaluated price (and correctly awarded points) according to the Commission's rules and procedures?

Third, USAC's denial suggests the price differential should have been weighted more heavily than the District weighted it. To reach such a result, USAC is effectively overruling Commission precedent that only requires that pricing be given at least one more point than any other individual category.<sup>53</sup>

At a minimum, USAC's decision here substitutes its judgment on the merits of the competitive bidding process for that of the District. When the Commission established the rules for the E-rate program in 1997, it stressed that a fundamental principle would be the determination of local needs by local decision-makers regarding what services would work best for that school or school district.<sup>54</sup> It did not try to impose a top-down regime where the federal government decided the merits of each service choice of a particular school or district. The idea was that the thousands of schools and districts would know their own technology needs better than the federal government. The Commission has not wavered from this principle. If this decision stands, USAC would be free to evaluate the merits of the respective bidders without the knowledge that applicants have regarding service quality, service history, personnel qualifications, and the value they are receiving for the services purchased. There is simply no way USAC can make a proper evaluation of the bids without that information. In this case,

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<sup>53</sup> As described above, USAC appears to be going beyond Commission precedent to establish a new standard without basis in Commission precedent. USAC, however, is not authorized by the Commission to interpret Commission rules. Under the Commission's rules, USAC "may not make policy, interpret unclear provisions of the statute or rules, or interpret the intent of Congress." 47 C.F.R. § 54.702(c). To the extent the Commission's rules are unclear, USAC has no authority to act without first seeking guidance from the Commission. *See id.* Moreover, the District proceeded entirely in accordance with Commission precedent when it evaluated relevant factors other than price. As a result, USAC has acted outside its authority by finding that Tishomingo, despite having strictly followed the Commission's rules and precedent, failed to adhere to the Commission's requirements. Furthermore, if the Commission decides that a revision to the rule would advance program goals, such an interpretation should be provided by the Commission before it is applied, and following a notice-and-comment rulemaking.

<sup>54</sup> *Universal Service Order* at ¶¶ 481, 574.



while Tishomingo has attempted to provide that information in responses to USAC's reviews, it appears that USAC has discounted the information or failed to take it into consideration, focusing exclusively on the price of the services.

**D. If USAC Still Finds the Services Were Not Cost-Effective, USAC Should Commit Funding for Tishomingo at a Level That Is Cost-Effective**

USAC should, at a minimum, approve part of Tishomingo's funding request. There is precedent for such an approach. In the *Fifth Report and Order*, the Commission provided direction for USAC for recovery of funding when it was improperly disbursed.<sup>55</sup> Cost-effectiveness is not directly addressed in that order.<sup>56</sup> However, some of the other illustrations provide guidance for the cost-effectiveness rule. If a carrier charges the beneficiary "an inflated price," the *Fifth Report and Order* directs that USAC should recover amounts disbursed in excess of what similar situated customers are normally charged in the marketplace."<sup>57</sup> Similarly, here, if the standard is that cost two times other pricing is not cost-effective, then, by implication, a price 1.9 times the cost is cost-effective. As such, USAC could calculate the cost of the eligible service at 1.9 times that of a lower price and fund that amount for Tishomingo. In addition, the Commission has ruled that, when two providers are providing the same service and

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<sup>55</sup> *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Fifth Report and Order and Order, FCC 04-190 (2004) at ¶¶ 15-44 (*Fifth Report and Order*).

<sup>56</sup> *Id.* The Commission states that full recovery is appropriate for competitive bidding violations. However, this is not a competitive bidding violation. USAC found no issues with the competitive bidding process; it disagreed with the outcome. There are no allegations that the process was not fair and open, price was not the primary factor or that bids were not solicited for at least four weeks.

<sup>57</sup> *Fifth Report and Order* at ¶ 30. The Commission also discusses situations in which the beneficiary has requested a "clearly excessive" level of support. That situation is not applicable here, as the examples are those when the beneficiary is requesting a number of lines or equipment that is beyond what is necessary. There is no dispute here that the District requires this level of capacity for broadband services, nor are there any allegations that these services are duplicative or redundant.

one is less expensive, the applicant shall be reimbursed for its Internet connection at the lower rate.<sup>58</sup> Following that logic, USAC could reimburse the applicant at the rates offered by a different provider. Such an approach would minimize the harm caused by USAC's delay in determining it had an issue with Tishomingo's selection of Meet Point as its service provider.

\* \* \*

For the reasons stated above, the District respectfully requests that USAC reconsider its initial decision and grant its funding requests for FY 2013, FY 2014 and FY 2015. As the foregoing has demonstrated, the District met the Commission requirements for competitive bidding, and selected the most cost-effective bid available to meet its needs.

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<sup>58</sup> *Schools and Libraries Universal Service Support Mechanism*, Requests for Review by Macomb Intermediate School District, CC Docket No. 02-6, Order, FCC 07-64 at ¶ 9 (2007). This rule is applicable when the applicant could have purchased all of the services from one provider at the lower rate but chose not to, and when the services provided do not exceed the total capacity required.

## **List of Exhibits**

**Exhibit 1:** 2013 RFP

**Exhibit 2:** 2013 Bids Received

**Exhibit 3:** 2013 471 Application

**Exhibit 4:** 2013 COMAD

**Exhibit 5:** 2014 Invitation for Competitive Bid (AKA: RFP)

**Exhibit 6:** 2014 Bids Received

**Exhibit 7:** 2014 471 Application

**Exhibit 8:** 2014 COMAD

**Exhibit 9:** 2015 Invitation for Competitive Bid (AKA: RFP)

**Exhibit 10:** 2015 Bids Received

**Exhibit 11:** 2015 471 Application

**Exhibit 12:** 2015 FCDL

**Exhibit 13:** Administrator Decision Letters

**Exhibit 14:** 2013 Bid Evaluations

**Exhibit 15:** 2014 Bid Evaluations

**Exhibit 16:** 2015 Bid Evaluations

## **Affidavit**



**Before the Federal Communications Commission  
Washington, D.C.**

In the Matter Of )

Schools and Libraries )  
Universal Service Support Mechanism )

CC Docket No. 02-6

Request for Review and/or Waiver )  
By Tishomingo School District 20 )  
of the Funding Decisions by the )  
Universal Service Administration Company )

Application Nos 889992, 946040,  
& 1024090

**Affidavit of Tishomingo School District 20**

I, Linda Holmes, swear:

**BACKGROUND**

1. I am the Director of Special Services. I began this job in July of 2011. I am the special education director, district test director, complete federal programs grants, complete erate paperwork, and assist the superintendent in completing reports for the district.
2. I taught math in a classroom before this position.
3. I graduated from East Central University in 1997 with a bachelor in education. I graduated from Southeastern Oklahoma State University with a Master of Education in Administration.
4. Tishomingo is a rural school district with approximately 950 to 980 students.
5. Our district uses technology to teach in the classroom on a daily basis. We also use technology to give state mandated assessments. We have one IT tech.

**IMPORTANCE OF TECHNOLOGY**



6. Technology is extremely important in our district. Teachers use Wengage to post grades, post attendance and lesson plans daily. Teachers also use email to stay in contact with parents. Parents are able to access Wengage to check student's attendance and grades.
7. Every moment of the day, teachers, students, and parents use the internet. Our elementary math curriculum is used daily which is an online program. The majority testing is used online. Students are researching projects daily for all subjects. We need protection for our students while they are online.

## **THE PROCUREMENT**

8. In 5 years as Director of Special Services, I oversee online testing, erate paperwork.
  - i. We needed affordable connectivity sufficient to handle our needs.
  - ii. We needed reliable connectivity to support the learning and teaching experiences; and
  - iii. We needed quality connectivity to assure that the schools received content appropriate to their needs, and filtered out content that was inappropriate.
  - iv. We needed network protections (i.e., firewall) sufficient to protect the network from third-party spam, attacks, and viruses.
  - v. We needed to ensure that, if the network went down, our provider would be available to assist with restoring service as soon as possible.
9. Accordingly, our district decided what evaluation criteria to use to evaluate the bids received.
10. I received a list of possible categories from our consultant, CRW Consulting, but I determined which categories we would use for evaluation of the bids.



11. The competitive bidding process was fair and open. Meet Point did not have any role in the development of the RFP nor did it have any information not available to any other bidder.

#### **THE EVALUATION PROCESS 2013 (Internet)**

12. I decided to use the following evaluation factors: Price of Eligible Goods, Expertise of Company, Understanding of Needs/Completeness of Bids, Location. Meet Point received price of eligible goods and services: 18 points due to being a higher priced bid; service history: 20 points due to our past service rendered by the people that run Meet Point; expertise of company: 20 points from professional feedback and situational assistance; understanding of needs/completeness of bids: 20 points due to Meet Point firewall, multiyear contract, and knowledge of our bandwidth usage; location of company: 12 points due to their location being at Tulsa.
13. We determined purchasing internet service means purchasing a service that will be delivered to the district 365 days of the year and also means entering an agreement and a relationship for 60 months. The stability of the network is very important to us, as in the ability for the service provider to quickly identify and repair any connectivity issues.
14. Mr. Duncan, superintendent, James Scribner, IT Director, and Linda Holmes, Director of Special Services met and reviewed all bids and then scored each bid accordingly. We spent two mornings reviewing and completing bids.
- a. Each was given points according to what we knew about each company and bid. Our superintendent has heard One Net is slow due to over subscribing and has slow communication with districts. Chickasaw does not monitor security. Even



though they are cheaper for their service our district would have to purchase equipment and train our IT Director on using the equipment.

b. One Net bid does not include a firewall. Nor do they maintain security services.

15. The total points awarded to the winning bidder, Meet Point, were 90.

#### **THE EVALUATION PROCESS 2014 (Internet)**

16. I decided to use the following evaluation factors: Price of Eligible Goods and Service History. Meet Point received price of eligible goods and services: 37 points due to being a higher priced bid; service history: 20 points due to our past service rendered by Meet Point.

17. We determined purchasing internet service means purchasing a service that will be delivered to the district 365 days of the year and also means entering an agreement and a relationship for 60 months. The stability of the network is very important to us, as in the ability for the service provider to quickly identify and repair any connectivity issues.

18. Mr. Duncan, superintendent, James Scribner, IT directory, and Linda Holmes, Director of Special Services met and reviewed all bids and then scored each bid accordingly. We spent two mornings reviewing and completing bids.

a. Each was given points according to what we knew about each company and bid. Chickasaw does not monitor security. Even though they are cheaper for their service our district would have to purchase equipment and train our IT Director on using the equipment.

b. One Net does not include a firewall. Nor does One Net or Chickasaw provide and maintain security services.



19. The total points awarded were 57.

#### **THE EVALUATION PROCESS 2015 (Internet)**

20. I decided to use the following evaluation factors: Price of Eligible Goods and Services, Price of Ineligible Goods and Services, Service History, Expertise of Company, Understanding of Needs/Completeness of Bids, Onsite Tech Support, Basic Firewall Services, and Onsite Configuration/Turn-up. Meet Point was given for price of eligible goods and services: 20 points (We deducted points on price because they were the highest bid. Service); price of ineligible goods and services: 15 points; expertise of company: 20 points; understanding of needs/completeness of bids: 20 points; onsite technical support and service: 20 points; basic firewall services: 20 points; onsite configuration/turn up of service: 10 points.
21. We determined purchasing internet service means purchasing a service that will be delivered to the district 365 days of the year and also means entering an agreement and a relationship for 60 months. The stability of the network is very important to us, as in the ability for the service provider to quickly identify and repair any connectivity issues.
22. Mr. Duncan, superintendent, James Scribner, IT directory, and Linda Holmes, Director of Special Services met and reviewed all bids and then scored each bid accordingly. We spent two mornings reviewing and completing bids.
- a. Each was given points according to what we knew about each company and bid. Our superintendent has heard One Net is slow due to over subscribing and has slow communication with districts..



b. Meetpoints has firewall services. OneNet did not include firewall services.

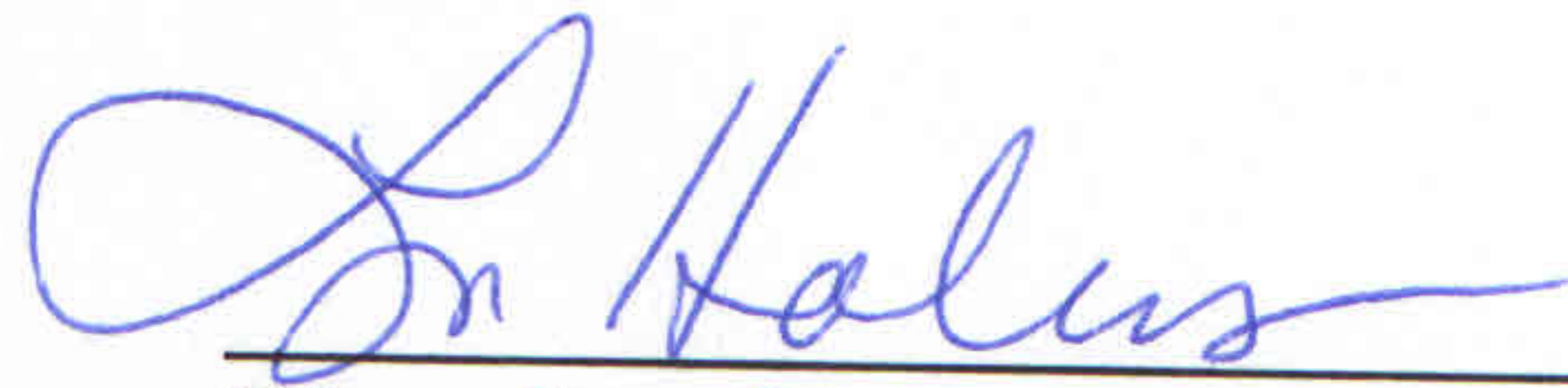
23. The total points awarded to the winning bidder, Meet Point, were 145.

#### USAC REVIEW OF THESE APPLICATIONS

24. Describe that USAC approved applications so you kept doing the same thing and never had any concern with the process.

25. As I understand the standard, we were to make a choice of the most "cost-effective" provider. Accordingly, we evaluated the quality of the services offered and the price of those services.

I certify under penalty of perjury that the foregoing is true and correct.




[Name] 8510 S. Bullard Chapel Rd.  
[Address] Tishomingo, OK 73460

Subscribed and sworn to before me this 12<sup>th</sup> day of July, 2016.

[Seal]



  
Notary Public



**Exhibit 1:** Request for Proposal

[Sign up](#) [Sign In](#)

## Request for Proposal

**RPF Posted**  
08 October 2012

### Tishomingo School District 20

**District Address**

1300 East Main, Tishomingo, OK  
73460

**RFP ID:** 150700001048534



**Bid Deadline:**

05 November 2012

**Questions Due By:**

29 October 2012

### RFP Requirements

- All Questions and Bids must be submitted using the on-line RFP system. If for some reason the system is down before the respective deadline, please email your bid to [info@crwconsulting.com](mailto:info@crwconsulting.com) or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.
- Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.
- Please include the correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.
- Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.
- Contracts should be contingent upon E-rate funding unless stated otherwise.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.
- Depending on E-rate funding, the district may choose to proceed with all or part of the projects, at the district's discretion.
- Contracts awarded through this RFP process will be subject to five consecutive one year voluntary renewal periods upon written notice by the Applicant, beyond the original term of the contract.

### Services and Equipment Requested

Local and long distance phone service - Approx 25 lines

WAN Connections - Approx 2 connections @ 100Mb each . One 100Mb connection from 1300 E. Main Street to 304 S. McLish Ave; one 100 Mb connection from 1300 E. Main Street to 607 N. Broadway. The area codes and prefixes for both service addresses (or terminating points) are (580) 371.

Internet Access - Minimum 30Mb bandwidth; applicant will consider additional bandwidths. The terminating address for this circuit is 1300 E. Main Street. The area code and

prefix for the service address (or terminating point) are (580) 371.

Web Hosting - For entire district

**INTERNAL CONNECTIONS & BASIC MAINTENANCE OF INTERNAL CONNECTIONS:**

Applicant is seeking to purchase approx 1 firewall and is requesting a quote for maintenance for this item as well.

Upload Bid:



## Questions Received with District Answers:

[Submit a Question](#)

**No Data**

## **Exhibit 2: Bids Received**

October 22, 2012

Tishomingo Indep. School District 20  
Attn: Ms. Linda Holmes  
1300 East Main  
Tishomingo, OK 73460

**Re: Form 470 Application No. 150700001048534**

Dear Ms. Holmes

Please find the Chickasaw Long Distance Company response to your Schools and Libraries Universal Service Form 470 Application for Services which is due no later than November 5, 2012.

Chickasaw Long Distance Company is responding to your request for providing high speed Ethernet Broadband Internet Service for your district. Our Company currently has a fiber presence on all three of the district's campuses, so, we can terminate our services via a direct fiber termination to your required demarc location. Please see our attached price quote.

We appreciate this opportunity to response to your telecommunication service requirements. If you have any questions please call me on 580-622-4050.

Sincerely

Eric Johnson  
ERATE Manager

Attachments (1)

C: CRW Consulting  
Attn. Mr. Chris Weber  
P.O. Box 701713  
Tulsa, OK 74170



## **Proposed Dedicated Ethernet Broadband Internet Service\***

### Monthly Rate

10Mbps	\$1,500.00
20Mbps	\$1,750.00
30Mbps	\$2,000.00
40Mbps	\$2,250.00
50Mbps	\$2,500.00

### Nonrecurring

One-time charge of \$1,000.00

### Benefits:

Unlimited E-mail accounts to serve internal needs

Domain Name Hosting

Web Page Hosting

Assistance in moving existing circuits

Guaranteed Throughput

\*Pricing stated above is for the full bandwidth provided via one dedicated Ethernet fiber connection to the school (actual hand-off to customer equipment will be a copper Ethernet connection).

Chickasaw Long Distance Company Spin NO. 143004067  
PROPOSAL TO FURNISH: Ethernet Broadband Internet Service  
Tishomingo Indep. School Dist 20  
Form 470 Application No. **No. 150700001048534**



Meet Point Networks, LLC

## Customer Service Proposal

Proposal Date 10-16-2012

Proposal # MPN 1233

### SPIN# 143035519

Meet Point Networks Rep: Mike Pennell  
Phone Number: 918.633.6896

Meet Point Networks  
P.O. Box 339  
Bixby, OK 74008  
Voice 918.557.0277  
www.meetpointnetworks.com

Page one (1) of this document is for Internet access pricing options and is informational only.  
Page two (2) through four (4) is the service agreement contract.

Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

#### Customer Information

Customer Name: Tishomingo School  
Street Address: 1300 East Main  
City/St/Zip: Tishomingo OK 73460  
Federal Tax ID:

#### Taxes and Fees Not Included

	Service Description	New Qty	Terms (months)	Type	Monthly Recurring Charge	Annual Charge	One Time Activation and Setup
1	30 Mb Internet Access	1	60	New	\$6,205.00	\$74,460.00	\$0.00
2	50 Mb Internet Access	1	60	New	\$6,702.50	\$80,430.00	\$2,340.00
3	100 Mb Internet Access	1	60	New	\$7,180.00	\$86,160.00	\$2,340.00
4							
5							
6							

#### NewNet 66 Services

~ NewNet 66 Services are included in the pricing above.

~ 24 x 7 Internet Access Troubleshooting & Repair - NewNet 66 will work to restore functional Internet access – this includes working with all of the necessary telecommunication providers and calling in trouble tickets, if necessary.

~ On site visits to restore Internet Access, if necessary.

~ Unlimited Email Accounts supporting POP3, Web Mail, and IMAP. (student accounts available on request)

~ Web Site Hosting Service - 10 Gigabit of space. This service does not include the creation or modification of content.

~ Firewall management to include Juniper Networks and Fortigate firewalls.



Meet Point Networks, LLC

## Meet Point Networks Service Agreement

10-16-2012

**Fax signed copy to 918.512.4400**

or email to

**contracts@meetpointnetworks.com**

**SPIN# 143035519**

Customer Name: Tishomingo School

Street Address: 1300 East Main

City/St/Zip: Tishomingo OK 73460

Federal Tax ID:

Meet Point Networks

P.O. Box 339

Bixby, OK 74008

Voice 918.557.0277

Check the service you want below. Select only one.

	Service Description	New Qty	Unit Price	Terms (months)	Type	Monthly Recurring Charge	Annual Charge	One Time Activation and Installation
1	<input type="checkbox"/> 30 Mb Internet Access	1		60	New	\$6,205.00	\$74,460.00	\$0.00
2	<input type="checkbox"/> 50 Mb Internet Access	1		60	New	\$6,702.50	\$80,430.00	\$2,340.00
3	<input type="checkbox"/> 100 Mb Internet Access	1		60	New	\$7,180.00	\$86,160.00	\$2,340.00
4	<input type="checkbox"/>							
5								
6								

Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.

**E-Rate Customers** E-rate customers: The term of this contract is 60 months. During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer contacts us to begin the process.

Customer Authorized Signature

Meet Point Networks Authorized Signature

*Mike Pennell*

*Signature*

*Signature*

Mike Pennell

*Print*

*Print*

President

10-16-2012

*Title or Position*

*Date*

*Title or Position*

*Date*

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

**1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.

**4. Payment** Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards.

**Contract is subject to availability of facilities and construction charges.**

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at Customer's expense.

**E-Rate Funding Year 2013**



**SPIN 143015254  
FCC RN 001199307**

**MTM – INTERNET ACCESS  
(Month to Month service -- no contract needed)**

**Tishomingo PS**

**Proposal Contingent upon E-Rate Funding**

<u>Internet Access Service</u>	<u>Monthly\$</u>	<u>Annual\$</u>
30mb	\$2,353.00	\$28,236.00
50mb	\$2,655.00	\$31,860.00
Establishment Fee for either		\$1,600.00

OneNet Internet services include the connection from your location to our hub site, unlimited email services, web hosting, and related technical support.

Customer will need to provide their own router:

- 30mb or 50mb will require router with 2 Fast Ethernet Interfaces; one interface for internet connection and one for LAN

**Proposed By:**

A handwritten signature in black ink, appearing to read "Ami Layman".

Ami Layman

Accounts Receivable Supervisor  
OneNet  
PO Box 108800  
Oklahoma City, OK 73101-8800  
(888) 566-3638

**Accepted By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**If you select OneNet as your provider, please sign and date this with your  
allowable contract date based on your 470 posting.**

**Please contact OneNet when you are ready to order services.**

**RETAIN ORIGINAL FOR YOUR ERATE RECORDS**



**TISHOMINGO ISD 20**

**RFP ID: 150700001048534**

**RFP Posted - OCTOBER 8, 2012**

**Bid Closing – NOVEMBER 5, 2012**

**WINDSTREAM COMMUNICATIONS**

**SPIN # 143030766**

**10/222012**

**PROPOSAL PREPARED BY:**

**Chris Osborne 405-365-1369**

**Keith Boreham 405-228-2540**

**Will Powell 405-249-6192**





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## Introduction to Windstream Communications

### Executive Summary

Windstream is one of the country's largest communications companies, connecting millions of people and businesses, every hour of every day. We are a next-generation telecommunications provider, offering a broad array of advanced business technology solutions that deliver proven results and value.

Windstream is an S&P 500 company with more than \$6 billion in annual revenues. Our 14,000 employees in 44 states and the District of Columbia are dedicated to delivering the services that help you solve your business challenges. Working together, we provide:

- More than 100,000 miles of fiber;
- Full line of voice services, including digital T-1 trunks, VoIP, SIP trunking and more;
- MPLS networking solutions, including virtual LAN services and private MPLS;
- Alliances with industry-leading vendors such as Mitel, Cisco, Avaya, VMware & others;
- Four Network Operations Centers (NOCs), located throughout the United States;
- 13 secure data centers in the U.S., including SAS-70, Type II certification;
- More than three dozen colocation centers;
- US-based customer and technical support;
- A full spectrum of cloud-based hosting services, including Infrastructure as a Service (IaaS), with public, private or hybrid options;
- Managed information security;
- Managed data protection, including disaster recovery options; and more.
- **Dedicated GSS Department focusing on E Rate and Government Bids.**

Windstream combines next-generation products and industry-leading technology with our focus on individual needs, delivering a solution that meets your specific business requirements. Throughout it all, there is one constant: our commitment to you will never change. We thank you for the opportunity to tell you more about our services, and how they can help your business grow.

Sincerely,

Windstream Communications



**Customer Information**

Customer Name	TISHOMINGO ISD 20	EAN	4315862
Install Street Address	1300 E MAIN	City, State, Zip	TISHOMINGO, Oklahoma , 73460-0000
Main Telephone Number	(580)371-9190	Market	OOF
Contact Name	Linda Holmes	Proposal ID	1954852
Account Representative	Keith Boreham	Proposal Type	New
Dealer Name		Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Off Net NNI Transport - Custom	1	--	--	--
MPLS VPN Bandwidth	45 Mbps	--	--	--
<b>Total Services</b>			<b>\$16,741.05</b>	<b>\$16,462.05</b>

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Bandwidth Data Features</b>					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Block of 16 IPs		1		\$16.00	\$16.00
<b>Total Features</b>					<b>\$26.95</b>

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Total Other Charges (Non-Recurring)</b>					<b>\$0.00</b>

Total Solution	Total Price	Adjusted Price
<b>Total Monthly Recurring Charges</b>		<b>\$16,489.00</b>

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

<b>Minimum Monthly Commitment</b>	<b>\$14,015.65</b>
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**Service Information**

Unless an Upsell is specifically indicated above, if this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location. For Upsells, this Proposal only shows the additions or changes to Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) ; however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

Service Information

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Authorized Windstream Representative Name \_\_\_\_\_  
Authorized Windstream Representative Signature \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Customer Name \_\_\_\_\_  
Authorized Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



### **ADDENDUM TO CUSTOMER SERVICE AGREEMENT**

This Addendum is entered between the Windstream legal entit(ies) providing the Services to the Customer as identified on the Customer's bill ("Windstream") and Tishomingo Independent School District ("Customer"), and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

The CSA shall be deemed amended as follows:

1. Section 1 Term and Renewal. The last sentence of this section shall be replaced with the following language:

Customer's term will end on the June 30th following the Effective Date on the CSA. There will be no automatic renewal and Customer will have the option to renew annually. The pricing for the Services is based on a three (3) term and is signed by both parties with the intent to renew annually until the end of the pricing term. If Customer chooses not to renew annually, Customer must provide Windstream written notice thirty (30) days prior to the end of the fiscal year.

2. Section 14b Post-Installation. Sentence two (2) shall be replaced with the following:  
**AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER, EXCEPT BY NON-RATIFICATION OR TERMINATION IN ACCORDANCE WITH THE PROVISIONS OF OKLAHOMA STATUTE 70, §5-117(b), AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, NOT A PENALTY, AN AMOUNT EQUAL TO 50% OF THE MRCS MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THENCURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").**

### 3. FUNDING PROVISION

This Contract shall be subject to funding from the Oklahoma Universal Services Fund (OUSF) and the Federal Universal Services Fund (FUSF) for service. If at any time during the term of this Contract, OUSF or FUSF funding to the customer is approved, then subsequently is terminated by the applicable governmental agency, independent of any act by the customer, then the customer will be allowed to migrate to Windstream Private Line T1 services for the remainder of the term under the current agreement without termination liability for service provided in the contract.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Customer

By:\_\_\_\_\_

Name:

Title:

Windstream

By:\_\_\_\_\_

Name:

Title:



Customer Name: TISHOMINGO ISD 20

Address for service: 1300 E MAIN, TISHOMINGO, OK, 734600000

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

## CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between **TISHOMINGO ISD 20** ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

**1. Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the Term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.

**2. Charges for Services; Billing and Payment; Credits** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.** For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.

**3. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.

**4. Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

**5. Credits and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment and/or advance payment

**6. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is

Customer Initials \_\_\_\_\_

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer. compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

**7. Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

**8. Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.

**9. Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.

**10. Google.** IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES. Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.

**11. American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.

**12. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT. This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

**13. Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or

Customer Initials \_\_\_\_\_



terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

#### 14. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation- **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").** CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

**15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY, CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.**

**16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE,**

Customer Initials \_\_\_\_\_



COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

**17. Emergency. Critical Lines.** CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

**18. Confidentiality.** Except when this Agreement is required to be filed with a governmental authority, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.

**19. Telephone Numbers.** : In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.

**20. Miscellaneous.** (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, [Windstreambusinesscustomersupport@windstream.com](mailto:Windstreambusinesscustomersupport@windstream.com) or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES;** (b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent; Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 survive after this Agreement ends.; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**For Dynamic IP Services Only:**

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

**For Managed CPE Firewall Services Only:**

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and

Customer Initials \_\_\_\_\_

computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

**For Private IP VPN Services only:**

Encryption. For the IPSec Private IP-VPN Managed solution, Company shall provision and maintain the IPSec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

COMPANY	CUSTOMER
By:	By:
Name:	Name:
Title:	Title

# **WINDSTREAM OUSF Funding Calculation** **Windstream NuVox, KDL, Norlight** **SUSF-2 – Internet Access Line (1.5MBps) Funding Request**

## **OUSF/E-Rate Information**

School/Library Name	<b>Tishomingo ISD</b>
Zone (Enter 1, 2, or 3 for Zone)	<b>3</b>
# of Approved Locations	<b>3</b>
# of Miles (average each circuit)	<b>124</b>
Total Circuit Billing (monthly)	<b>\$ 16,489.00</b>
Federal E-Rate percentage	<b>70%</b>

## **WIN Tariff Information for Windstream CLECs (Based on AT&T Tariff 73)**

DS1 CT	\$205.00
DS1 CMT	\$68.00
DS1 CMF (per mile)	\$15.70

Row	OUSF Discount Calculation	Rate	Cost	Comments
1	Monthly pre-discount Circuit amount		\$ 16,489.00	
2	Less Federal E-Rate Discount	70%	(11,542.30)	E-rate percentage ## %
3	<b>OUSF Eligible</b>		<b>\$4,946.70</b>	
4	Channel Termination DS1	\$205.00	\$615.00	
5	Channel Mileage Term DS1	\$68.00	204.00	
6	Channel Mileage Facility per mile DS1	\$15.70		
7	Number of Approved Locations	3	\$5,840.40	Rate * Avg # miles * # locations
8	Total Estimated OUSF Reimbursable		\$6,659.40	
9	<b>Total Estimated OUSF Funding</b>		<b>\$4,946.70</b>	Lesser of Row 3 and Row 8

See Tariff Rate sheet for non recurring charges

This is a sample document. Updates areas marked in blue.

TO: Windstream Communications 143030766 DATE: \_\_\_\_\_  
(Name of Telecommunications Service Provider) (SPIN)

*Pursuant to 17 O.S. § 139.109, each public school building wherein classrooms are contained shall, upon written request, receive one access line, free of charge, with the ability to connect to an Internet service provider at 1.5 Mbps, in the most economically efficient manner for the carrier, or an equivalent dollar credit to be applied by the public school toward similar service provided by the same carrier, for the purpose of accessing the Internet. "Public school" is defined as all free schools supported by public taxation, and shall include grades kindergarten through twelve.*

This is the written request of (insert name of School District) \_\_\_\_\_ for the one access line with the ability to connect to an Internet provider at 1.5 Mbps, or an equivalent dollar credit to be applied toward similar service provided by the same carrier. (List the name of each school for which the request is made. Circle the level of service requested for each public school, 1.5 Mbps or equivalent credit ["1.5 Mbps " or "Cr"] as appropriate.)

<u>Contact School Name/Address</u>	<u>Contact Person/Telephone No.</u>	<u>Request</u>	<u>Internet Service Provider and Telephone Number</u>
_____	_____	1.5 Mbps CR	_____
_____	_____	1.5 Mbps CR	_____
_____	_____	1.5 Mbps CR	_____
_____	_____	1.5 Mbps CR	_____

(NOTE: Attach additional sheets(s) as necessary for additional schools.)

The bandwidth being requested is for 1.5Mbps; 3.0Mbps; 5.0Mbps; 10Mbps; 20Mbps; Other \_\_\_\_\_

The above schools currently have the appropriate computer equipment in order to be able to utilize the access line as soon as it is installed.

I understand that if the access line for Internet connection is not requested for a particular school at this time, the school district will not be prohibited from making such request in the future. I further understand that the access line with ability to connect to the Internet is for the exclusive use of each school and that under no circumstances shall the service be sold, repackaged or shared with any other entity.

I further understand that an access line will be provided to each school without cost to the school district, and that the telecommunications service provider may seek to recover the cost of providing this service from the Oklahoma Universal Service Fund, which is funded by fees assessed, by law, to all telecommunications carriers and that the carriers, by law, may pass the assessed fees on to their telephone customers within Oklahoma.

The undersigned certifies that he/she has the authority to make this request on behalf of the above-named school district.

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Printed Name of Superintendent

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

State of Oklahoma ) ss.  
County of \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

Revised 7/1/2011

# Federal Excise Tax Exemption Certificate

Customer Name: TISHOMINGO ISD 20

Address: 1300 E MAIN, TISHOMINGO, OK, 734600000

Description of Customer's Business:\_\_\_\_\_

Federal ID #:\_\_\_\_\_

- ☐ News Service Organization {IRC Section 4253 (b)} Services must be exclusively Used in the collection and dissemination of news for the general public. Services used in any other way by a news service organization, such as in the Business office, sales and marketing, general administration, etc. are not exempt.
- ☐ American National Red Cross. {IRC Section 4253 (c)}
- ☐ International Organization. {IRC Sections 4253 (c) and 7701-(a) (18)}
- ☐ Common Carrier. {IRC Section 4253 (f)}
- ☐ Radio Broadcasting Station or Network
- ☐ Common Carrier transporting personal property.
- ☐ Common Carrier transporting passengers.
- ☐ Purchase of telecommunications services for resale as long distance.
- ☐ Non-Profit Hospital described in IRC Section 170 (b) (1) (A) (iii) and exempt from Federal income tax under IRC Section 501 (a). {IRC Section 4253 (h)}
- ☐ Non-Profit Educational Organization described in IRC Section 170(B) (1) (A) (iii) {IRC Section 4253 (j)}
- ☐ U.S. Government Department or Agency.

The undersigned customer certifies that it is an organization of the type checked above and as such is exempt from the Federal Excise Tax on the services provided under the account number referenced above. In the event it is later determined that the Customer does not qualify for the exemption noted heron, the Customer will promptly pay Windstream NuVox, Inc. and its affiliates the amount of the tax it should have collected from the Customer and will indemnify and hold harmless Windstream from any taxes, penalties and interest resulting from the reliance of Windstream if it for any reason no longer qualifies for the exemption noted heron.

Customer Name: TISHOMINGO ISD 20

Authorized Signature:\_\_\_\_\_

Title of Authorized Signer:\_\_\_\_\_

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PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.



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## WINDSTREAM CUSTOMER SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") only applies to Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services ("VPN MPLS") (collectively referred to as the "Services"). The SLA does not apply to any applications or enhanced telecommunications services, equipment sales and related maintenance services, or any other services provided by Windstream or any third party provider.

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  - C. Private Network (MPLS Services)
- VI. Credit Policy for Service Interruptions and Performance Target Failures

#### I. Customer Care and General Network Description

A. Any customer may contact Windstream's Customer Experience Center ("CEC") by calling toll free 800-600-5050. The CEC is available 24 hours a day, 7 days per week, and is staffed by employees dedicated to assisting you with service issues and telecommunications service needs. In addition to the CEC, Windstream provides a centralized trouble shooting and maintenance control center that is staffed 24 hours a day, 7 days per week.

B. Windstream's network incorporates components from manufacturers such as Lucent Technologies, Alcatel, Nortel Networks, and Cisco Systems. In addition, Windstream's network uses SONET redundant, diverse rings for customer traffic, where available, to limit the impact of force majeure events or other developments that may compromise Services. Windstream's network incorporates high-speed, fault-tolerant switching and data transport components designed to protect Windstream's network and customers from component failures.

#### II. Service Requests and Response Time

A. In the event that any Customer reports a trouble to the CEC that affects the Services, Windstream technicians will work on the problem as soon as possible. If an affected customer contacts the CEC, the customer may request a specific time interval for an update regarding the trouble report or Windstream will provide an update within twenty-four (24) hours regarding the status of the problem. Trouble reports that result in a total interruption of Services, that are not resolved within two (2) hours of the time of receipt of the initial trouble report by Windstream are automatically escalated to the highest priority level.

B. If Windstream's network personnel determine that any trouble requires a field technician to visit a customer site; Windstream will dispatch a technician as soon as possible, but no later than one (1) hour from Windstream determines that field service is required.

C. If a customer requests that Windstream send a field technician to the customer's site to assist with Service-related issues, Windstream will dispatch the technician as soon as possible. If the problem that generated the customer's request for a dispatch is determined to have been caused by the customer's phone or data equipment or vendor, any act or omission of customer or otherwise unrelated to any act or omission by Windstream, Customer agrees and acknowledges that Windstream may charge the customer for the service call at Windstream's then current rates.

D. If the problem that generated the customer's request for a dispatch is the result of a third party carrier or Service provider, Windstream will assist in the reporting and transmission of technical data and information to such third party carrier or Service provider and will use reasonable efforts to escalate issues with the third party carrier or Service Provider. If the problem that

generated the customer's request for a dispatch is a result of some failure of the facilities of the incumbent Local Exchange Carrier, the problem will be repaired without cost to the customer.

E. If the problem that generated the customer's request for a dispatch is isolated to Windstream's network equipment, Windstream will resolve the Service issue without any charge to the customer. If the problem that generated the customer's request for a dispatch is caused by the customer's phone system or other Customer on-site equipment, including Customer-provided firewall, computers, and cabling, Windstream will convey that this is the cause to Customer to enable Customer and/or its vendor to repair the problem.

### III. Maintenance Window

Windstream's Services are designed and intended to be available 24 hours per day, 7 days a week, subject to pre-scheduled and/or routine maintenance windows and emergency maintenance requirements. Windstream reserves the right to perform regular, non-connection-affecting service between midnight and 6:00 am EST each day. Any customer may request that Windstream contact the customer at least forty-eight (48) hours in advance of any scheduled maintenance that will result in an intentional Service interruption.

**IV. Off-Net/Internet/Windstream Partner Router Replacement: Windstream Provided** In the event that the CEC determines that a new router is required due to hardware failure and the customer has purchased the back-up router option, Windstream will commit to an 8 hour response time.

In the event that the CEC determines that a new router is required due to hardware failure and the customer has not purchased the back-up router option, Windstream will deploy a replacement router based upon the following criteria:

- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement prior to 3PM, M-F = Next Business Day
- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement after 3PM, M-F = 2 Business Days
- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement on Weekend or Holiday = 2 Business Days
- Determination of router failure and request from CEC to ship Customer Premise Equipment replacement on an emergency basis = Unit will be shipped via standard ground unless otherwise requested by customer. If customer requests faster shipping, Windstream will bill the customer for the shipping costs.

### V. Service-Specific Performance Targets

#### A. Performance Targets for Internet Services

Windstream Communications is committed to delivering the highest quality Internet services and designs its Network to exceed the following performance targets for Latency and Packet Loss. Statistics are collected from Windstream network monitoring equipment and do not include the access circuit, whether provided by Windstream or another carrier.

**Latency:** Windstream Communication's designs its Network to provide Internet customers with average one way ping latency of less than 55 milliseconds.

**Packet Loss:** Packet Loss is designed to be less than 1% across Windstream core network for Windstream provided Internet Services.

These performance targets apply only to Windstream Internet services. In certain instances, Windstream measures and reports on specific network performance criteria.

#### B. Performance Targets for Voice Services

##### 1. On-Net Voice

Windstream Communications is committed to providing its customers with the highest quality voice services. As a result, but except as provided in the following subsections 2 and 3 (Performance Targets for Windstream Partner-Provided Voice and Internet-Based Voice (i.e., VoIP), Windstream guarantees the following on-net performance levels for network Quality of Service (QoS) and core system availability.

**Quality of Service.** Windstream's Quality of Service Guarantee provides that an On-Net Customer shall not experience any parameter for Jitter, Latency, or Packet Loss in excess of the targets listed in the table below. On-net performance metrics can be provided upon customer request.

Latency (one-way)	<40ms
Packet Loss	<1%
Jitter	<2ms

Specific measurement calculations are as follows:

**a. Latency:** Windstream shall measure latency between its core network equipment by averaging five minute samples in a calendar day. Latency is measured in a single direction (as opposed to round-trip time (RTT)).

**b. Packet Loss:** Windstream shall measure packet loss between its core network equipment by averaging five minute samples in a calendar day.

**c. Jitter:** Windstream shall measure jitter using a daily measure of the Windstream network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Windstream backbone network nodes.

**Core System Availability.** Voice services are subject to the standard Windstream Maintenance Window and Service Interruptions as outlined in section III and VI of this document.

The overall performance of the services can be affected by conditions present on the customer's local area network (LAN). Therefore, it is imperative that the customer's LAN meets the minimum requirements that are outlined in the 'LAN Requirements Doc'.<sup>1</sup>

## 2. Windstream Partner-Provided Voice

In some cases voice services may be provided via a Windstream Partner network. Except as provided in the following subsection C (Performance Targets for Internet-Based Voice (i.e., VoIP), Windstream guarantees the following On-net performance levels for network QoS and core system availability.

**Quality of Service.** Windstream's Quality of Service Guarantee provides that Customer shall not experience any parameter for Jitter, Latency, or Packet Loss in excess of the targets listed in the table below. On-net performance metrics can be provided upon customer request.

Latency (one-way)	<100ms
Packet Loss	<1%
Jitter	<8ms

Specific measurement calculations are as follows:

**a. Latency:** Windstream shall measure latency between its core network equipment by averaging five minute samples in a calendar day. Latency is measured in a single direction (as opposed to round-trip time (RTT)). Latency values for Partner networks will be derived from that providers SLA system and may be added to the total On-net delay.

**b. Packet Loss:** Windstream shall measure packet loss between its core network equipment by averaging five minute samples in a calendar day. Packet loss values for Partner networks will be derived from that provider's SLA system and may be averaged along with the total On-net packet loss.

**c. Jitter:** Windstream shall measure jitter using a daily measure of the Windstream network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Windstream backbone network nodes. Packet loss values for Partner networks will be derived from that provider's SLA system and may be averaged along with the total On-net jitter.

**Core System Availability.** Voice services are subject to the standard Windstream Maintenance Window and Service Interruptions as outlined in section III and VI of this document.

The overall performance of the services can be affected by conditions present on the customer's local area network (LAN). Therefore, it is imperative that the customer's LAN meets the minimum requirements that are outlined in the 'LAN Requirements Doc'.<sup>1</sup>

## 3. Internet-Based Voice (i.e., VoIP Services)

**Quality of Service.** Windstreams provides no guarantee of quality for any service whose primary method of transport is not provided by Windstream. This includes metrics such as packet loss, jitter, latency, call quality.

**Core System Availability.** Voice services are subject to the standard Windstream Maintenance Window and Service Interruptions as outlined in section IV and V of this document. An interruption in the customer provider's network or the general Internet is not within Windstream's control and therefore is not included in the availability guarantee.

The overall performance of the services can be affected by conditions present on the customer's local area network (LAN). Therefore, it is imperative that the customer's LAN meets the minimum requirements that are outlined in the 'LAN Requirements Doc'.<sup>1</sup>

## C. Performance Targets for Private Network MPLS Services

Windstream Communications is committed to providing its customers with the highest quality private network services. As a result, Windstream will guarantee network performance levels for the following categories: Latency, Packet Loss, and Jitter. Statistics are collected from one Windstream network element to another Windstream network element and do not include the access circuit whether provided by Windstream or another carrier. This service guarantee applies only to private networking

<sup>1</sup> Windstream does not assume responsibility for any service and/or quality related issues that are caused by sub-optimal LAN conditions.



services and covers only the Service purchased from Windstream Communications.<sup>3</sup>

Customers who purchase VPN MPLS Standard Data will receive the Standard Data performance guarantee for all traffic. VPN MPLS Business Critical Customers will receive the Business Critical performance guarantee for data applications selected by the

Customer and all other traffic will receive the Standard Data performance guarantee. VPN MPLS Real Time Customers will receive the Real Time performance guarantee for voice and video traffic, the Business Critical performance guarantee for data applications selected by the Customer, and the Standard Data performance guarantee for all other traffic.

#### A. Performance Targets for Internet Services

Windstream Communications is committed to delivering the highest quality Internet services and designs its Network to exceed the following performance targets for Latency and Packet Loss. Statistics are collected from Windstream network monitoring equipment and do not include the access circuit, whether provided by Windstream or another carrier.

**Latency.** Windstream Communications designs its Network to provide Internet customers with average one way ping latency of less than 55 milliseconds.

**Packet Loss.** Packet Loss is designed to be less than 1% across Windstream core network for Windstream provided Internet Services.

These performance targets apply only to Windstream Internet services. In certain instances, Windstream measures and reports on specific network performance criteria.

#### VII. Domestic On-Net and Off-Net VPN Network Performance Guarantees

Windstream Communications is committed to providing its customers with the highest quality private network services. As a result, Windstream will guarantee network performance levels for the following categories: Latency, Packet Loss, and Jitter. Statistics are collected from one Windstream network element to another Windstream network element and do not include the access circuit whether provided by Windstream or another carrier.

This service guarantee applies only to domestic VPN private networking services and covers only the Service purchased from Windstream Communications.<sup>2</sup>

Customers who purchase QoS Standard Data will receive the Bronze performance guarantee for all traffic. QoS Business Critical Customers will receive the Silver performance guarantee for data applications selected by the Customer and all other traffic will receive the Bronze performance guarantee. QoS Real Time Customers will receive the Gold performance guarantee for voice and video traffic, the Silver performance guarantee for data applications selected by the Customer, and the Bronze performance guarantee for all other traffic.

Windstream will report on these metrics on <http://www.windstream.com> within the "I'm a Customer" management portal for network services.

**Definitions:** In addition to providing services on Windstream's own network, services may be provided through third party networks or over the public Internet.

**On-net:** The Windstream owned and operated network.

**Windstream Partners:** A third party network with which Windstream maintains connectivity for the purposes of extending its private network.

**Internet:** All other publicly accessible networks.

**A. Latency.** Windstream Communication's Latency Guarantee provides that the Customer shall not experience an average one way ping latency greater than the target listed in the table below. Windstream shall measure latency between its core network equipment by averaging five minute samples in a calendar day.

Latency performance objectives are listed below and apply only to the data service purchased from Windstream Communications:

	<u>On-Net Latency</u>	<u>Windstream Partners Latency</u>	<u>Internet Latency</u>
VPN MPLS Standard Data	<55ms	<100ms	N/A
VPN MPLS Business Critical - Preferred Data	<50ms	<90ms	N/A
VPN MPLS Real Time - Preferred Voice	<40ms	<60ms	N/A

<sup>2</sup> Windstream does not assume responsibility for any service and/or quality related issues that are caused by sub-optimal LAN conditions.

<sup>3</sup>For VPN MPLS Partner Customers-- due to the sub-optimal path that traffic will take, Windstream does not recommend that Customers access the Internet through a host site that is on-net. Normally traffic takes a direct path from the host to the nearest Internet transit site, however, with VPN MPLS Partner, this traffic will first be directed back to the customer's host site and will then be routed to the Internet by its most optimal path. This will almost never be the true optimal path since most VPN MPLS Partner sites will be great distances away from the host site.

If the Latency guarantee is not satisfied in a calendar day, Customer shall receive a credit of 1/30<sup>th</sup> of the monthly recurring charge for the applicable service at the affected location, up to a maximum credit in each month of the total monthly recurring charges for that Service.

**B. Packet Loss.** Windstream's Packet Loss Guarantee provides that the Customer's sustained packet loss within the Windstream Network shall not be greater than the below target in any given calendar day. Windstream shall measure packet loss between its core network equipment by averaging five minutes samples in a calendar day.

Packet Loss performance objectives are listed below and apply only to the data service purchased from Windstream Communications:

	<u>On-Net Packet Loss</u>	<u>Windstream Partner Packet Loss</u>	<u>Internet Packet Loss</u>
VPN MPLS Standard Data	<1%	<2%	N/A
VPN MPLS Business Critical - Preferred Data	<1%	<2%	N/A
VPN MPLS Real Time - Preferred Voice	<1%	<1%	N/A

If the Packet Loss guarantee is not satisfied in a calendar day, Customer shall receive a credit of 1/30<sup>th</sup> of the monthly recurring charge for the applicable service at the affected location up to a maximum credit in each month of the total monthly recurring charges for that Service.

**C. Jitter.** Windstream's Jitter Guarantee provides that the Customer's average jitter within the Windstream Network shall not be greater than the below target in any given calendar day. Windstream shall measure jitter using a daily measure of the Windstream network-wide packet delay variation within the applicable region, which is the average difference in the interval of time it takes for selected pairs of test packets in data streams to travel between pairs of Windstream backbone network nodes.

Jitter performance objectives are listed below and apply only to the data service purchased from Windstream Communications:

	<u>On-Net Jitter</u>	<u>Off-Net Jitter</u>	<u>Internet Jitter</u>
VPN MPLS Standard Data	<10ms	<12ms	N/A
VPN MPLS Business Critical - Preferred Data	<5ms	<7ms	N/A
VPN MPLS Real Time - Preferred Voice	<2ms	<4ms	N/A

If the Jitter guarantee is not satisfied in a calendar day, Customer shall receive a credit of 1/30<sup>th</sup> of the monthly recurring charge for the applicable service at the affected location, up to a maximum credit in each month of the total monthly recurring charges for that Service.

In the event that multiple performance guarantees are missed for a particular location in a single calendar day, the maximum available credit is 1/30<sup>th</sup> of the monthly recurring charge for the applicable Service. In the event of a Service Interruption, the Service Interruption credit supersedes all network performance guarantees and network performance credits are not applicable.

## VI. Credit Policy for Service Interruptions and Performance Target Failures

- A.** In the event of a complete interruption of the Service defined as total inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Windstream supported private network ("Service Interruption"), Windstream agrees to credit the impacted customer's account an amount equal to the proportionate amount of the monthly recurring charge for each hour of Service Interruption. For example, in the event a customer experiences a two (2) hour Service Interruption, the customer shall receive a credit equal to the customer's monthly recurring charge for such service, divided by the number of days in such month, further divided by twenty-four hours and then multiplied by two (2) hours. Windstream will credit customer's account for only that portion of the Service that is interrupted and credit for Service Interruptions in a given month may not exceed 100% of the applicable monthly recurring charge for the affected service. No credit shall be given for a Service Interruption of less than one (1) hour.

- B.** Credit allowance for a Service Interruption or Failure of Latency, Packet Loss, and Jitter Performance levels for VPN MPLS services commences upon Windstream's receipt of notice from the customer of the Service Interruption or performance failure. Credit allowance ceases when the Service has been restored. Credits for a Service Interruption or performance failure shall be given only when the customer notifies Windstream that such credit is due. Customer waives any right to credits not claimed within thirty (30) days of the applicable Service Interruption.
- C.** In the event of a Service Interruption of at least forty-eight (48) continuous hours ("Extended Service Interruption") in a single calendar month, Customer may terminate its Customer Service Agreement for the customer location impacted by the Extended Service Interruption without penalty following the 48th hour by: (i) giving Windstream written notice of the termination within thirty (30) days of the Extended Service Interruption; and, (ii) making payment for any outstanding balance due for Services rendered by Windstream through the date of Service termination. Payments should be made within thirty days after the date of the Service Termination or pursuant to Windstream's last invoice after the termination effective date. Such Service termination will be effective forty-five (45) days after receipt of written notice by Windstream and Customer shall pay for services rendered by Windstream up through such termination date.
- D.** For purposes of this SLA and the computation of credits hereunder, a Service Interruption or performance failure will be deemed to have occurred only if the Services become unusable to the customer as a result of a failure of Windstream's facilities, equipment or personnel, and only where the Service Interruption or performance failure is not the result of: (i) the fault or negligence of or attributable to the customer; (ii) any planned or routine maintenance as described above; or (iii) other circumstances beyond the reasonable control of Windstream. In addition, Windstream Communications will not be in default of its obligations or otherwise liable for any delay in or failure of its performance hereunder due to any Act of God, adverse weather condition, fire, flood, riot, strike, accident, war, act of terrorism, governmental requirement, cable cut or other cause beyond the reasonable control of Windstream.

# Vendor Responsibility and Installation Expectations

## Vendor Authorization

Windstream NuVox, Inc. and its affiliates will contact your current voice and data vendors to coordinate the installation of your services.

The Customer or Data Equipment Vendor/Systems Integrator's responsibilities include, but are not limited to:

- 1) Ensuring that a functional Local Area Network is in place to accommodate dedicated Internet services.
- 2) Equipment or services necessary on the customer premise side of the router to include:
  - a) Servers, workstations, printers, hubs/switches
  - b) Appropriate internal IP addressing scheme
  - c) Customer supplied firewalls
  - d) Configuration changes for dedicated Internet access (i.e. default gateways, DNS, browser configuration, etc)
- 3) All cabling infrastructure to include a Category 5e cable from the wiring closet (phone demarc) to the customers' hub/switch for Internet connectivity.
- 4) Installing Internet applications, such as remote access software, on all necessary computers.
- 5) Any request for modifications to DNS records (website, email records).
- 6) Contacting previous ISP to request disconnect.
- 7) If applicable, setting up Windstream POP3 email accounts and configuring email client.
- 8) If applicable, uploading website to Windstream web servers.
- 9) If customer has internal email server, request reverse DNS lookup through Windstream data support group.

The Customer or Telephone Equipment Vendor's responsibilities include, but are not limited to:

- 1) All phone system level programming.
- 2) All cross connects.
- 3) Demarc extension if required.

## Installation Intervals

The standard installation interval is 30 - 45 calendar days after acceptance of order information and paperwork. Standard scheduling hours are Monday - Friday 8:30am to 3:30pm. We will attempt to honor requests for a specific install date

\*Requested Due Date does not guarantee your services will be installed on that date. Factors that may change the requested due date are (1) local phone company's facility interval, (2) if retaining existing numbers, interval provided by local phone company to port these numbers, (3) delay in order packet acceptance, (4) changes requested to order, (5) or another unforeseen delay. Windstream understands the importance of the date you have specified, and will make every reasonable effort to meet that date.

### Order Information

Before we can begin processing your order, we must receive the following items:

1. Signed copy of your Proposal and Customer Service Agreement
2. Signed copy of the Letter of Authorization if applicable, which lists all telephone numbers porting to Windstream
3. Specific identification of any Fax, Alarm, Credit Card, Elevator, or Modem Lines
4. Name and phone number of contact(s) at your location responsible for coordinating the transition to Windstream
5. Name and phone number of technical contact(s) at your location who can provide detailed information and instructions for your data and/or voice service

Based upon the services ordered, we may request the following items:

1. Complete list of 800 Numbers, a signed 800 Responsible Organization Form, and a copy of the most recent bill
2. Information on Account Codes, Calling Cards, Directory Listings, and Voice Mail

Your premise must meet the following requirements for installation of Windstream services:

1. Building must be ready with power available (need entrance facility and conduit)
2. Grounding
3. Backboard
4. Demarc location identified

## Installation Expectations: Step-by-Step Guide to Moving Your Service

Your transition to Windstream or "cutover" will be based upon your Requested Due Date or Earliest Possible Due Date (approximately 30 - 45 calendar days) following the acceptance of all order information and paperwork outlined above.

Please note that any changes to order details after acceptance may delay the installation of your service.

Below is a list of the key milestones to expect during the installation process:

- 1) Service Configuration Completed  
A Windstream sales engineer may contact your voice and/or data vendor(s) to obtain necessary information about service configurations.
- 2) Your Order is Assigned to a Project Coordinator  
Your Windstream Project Coordinator (PC) will serve as the primary point of contact for both you and your vendor throughout the installation process.
- 3) Site Survey Conducted  
A Windstream technician or sales engineer will visit your premise to conduct a site survey to verify physical space requirements.

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- 4) Facilities Ordered (T-1 Ordered)  
Your facilities will be ordered. Depending on the type of service you have selected, the local phone company or fiber provider may deliver and install facilities at your premise between the hours of 8am and 5pm.
- 5) Facilities Tested (T-1 Tested)  
The Windstream team will conduct thorough testing with local phone company or fiber provider for 24 to 48 hours to verify the integrity and quality of the delivered facilities.
- 6) Cutover Scheduled (Conversion to Windstream Communications)  
Your PC will contact you and your vendors/integrators to schedule your cutover once your facilities (T-1) are installed and tested. You will also receive a copy of your service configurations. It is critical to review these configurations for accuracy.
- 7) Plant Test Date  
A Windstream technician will return to your site to install customer premise equipment and perform operational testing. No involvement is required of you or your vendor at this time.
- 8) Cutover Completed  
Your Windstream cutover team (including your vendors/integrators) will verify the accuracy and quality of your new services. A Windstream technician may return to your site to ensure your services are operating as intended.

**After Your Installation**

Check contracts with current providers for termed Monthly Recurring Charges and Termination Policies. If any part of your service (example: phone lines) or facilities (example: T1) will remain with your current carrier, this will result in continued bills for these services. Termination from your previous provider may require specific lead-time.

If you are terminating current services from another voice, Internet, and/or long distance provider, you must send a written request to the carrier to disconnect services.

## Customer Information

Customer Name	TISHOMINGO ISD - PTC	EAN	4377450
Install Street Address	322 E ARCHER ST	City, State, Zip	TULSA, Oklahoma , 74120
Main Telephone Number	(918)592-9164	Market	TULSA
Contact Name	Chris Webber	Proposal ID	1955843
Account Representative	Keith Boreham	Proposal Type	New
Dealer Name		Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth	50Mbps	--	--	--
Transport Ethernet	1	--	--	--
MPLS VPN Bandwidth	YES	--	--	--
Quality of Service (QoS)	YES	--	--	--
<b>Total Services</b>			<b>\$349.83</b>	<b>\$0.00</b>

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Bandwidth Data Features</b>					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Block of 4 IPs		1		\$5.00	\$0.00
<b>VPN Features</b>					
<b>Total Features</b>					<b>\$10.95</b>

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Total Other Charges (Non-Recurring)</b>					<b>\$0.00</b>

Total Solution	Total Price	Adjusted Price
<b>Total Monthly Recurring Charges</b>		<b>\$10.95</b>

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

<b>Minimum Monthly Commitment</b>	<b>\$9.31</b>
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## Service Information

Unless an Upsell is specifically indicated above, if this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location. For Upsells, this Proposal only shows the additions or changes to Services provided at the applicable service location. In all instances, the term set forth herein begins upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent) ; however, for existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal.

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by

## Service Information

Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal.

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Authorized Windstream Representative Name	_____	
Authorized Windstream Representative Signature	_____	Date _____
Authorized Customer Name	_____	
Authorized Customer Signature	_____	Date _____



Customer Name: TISHOMINGO ISD - PTC

Address for service: 322 E ARCHER ST, TULSA, OK, 74120

Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork.

## CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between **TISHOMINGO ISD - PTC** ("Customer") and the Windstream legal entity(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

**1. Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the Term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.

**2. Charges for Services; Billing and Payment; Credits** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.** For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.

**3. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.

**4. Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

**5. Credits and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment and/or advance payment

**6. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is

Customer Initials \_\_\_\_\_

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if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer. compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Company if Customer's address changes, in which case Company may either (a) terminate the affected Services; or (b) allow Customer to provide 60 days' advance notice to Company to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Company will apply the liquidated damages set forth in Section 14 for the terminated location. Charges could apply and monthly fees may be affected for moves.

**7. Company-Provided and Owned Equipment.** Any equipment installed by Company on Customer's premises that is not the subject of a sale or lease to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Company. Equipment shall remain in good condition, less normal wear and tear. Company shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Company for the cost of any necessary repairs. Customer shall provide Company reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Company does not have access to Customer's premises within 30 days after Customer terminates with Company, Customer shall reimburse Company for the full purchase price of the equipment as well as any attorney's fees and costs.

**8. Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Company is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Company or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Company specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Company shall have no responsibility for maintenance or repair of same.

**9. Internet.** Company cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.

**10. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH COMPANY, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES.** Company may cancel Google Services at any time on 30 days' notice and, at Company's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Company or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within 30 days.

**11. American Recovery and Reinvestment Act (ARRA).** Customer must notify Company of all restrictions, requirements and reporting obligations to which Company could become subject pursuant to the ARRA before Company provisions Services to Customer. Customer will not use ARRA or stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Company's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Company of ARRA or stimulus funding or if Company does not consent to the use of such funding, then Company has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Company.

**12. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT.** This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Company employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

**13. Termination.** Either party may terminate this Agreement by providing at least 30 days' notice prior to the end of the initial Term or a Renewal Term or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within 30 days after written notice. Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Company may limit, interrupt or

Customer Initials \_\_\_\_\_

terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) Customer uses the Services in an adverse manner that affects Company's network or other customers; or (c) Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Company set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Company is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), company may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Company's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Company may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. For Ethernet Internet Access services and MPLS - Virtual Private Network/Virtual LAN Services, Company shall verify the availability of facilities, and in the event that Company determines in its sole discretion that facilities are not economically or technically feasible, Company has the right to terminate this Agreement without liability.

#### 14. Effect of Termination.

a. Pre-Installation- If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Company a Pre-Installation Cancellation Charge (Cancellation Charge) equal to three months of MRCs except that if Company's costs to other providers are greater than this amount, Customer shall also reimburse Company for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Company to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. Post-Installation- **CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF COMPANY'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO COMPANY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRCs MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES").** CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY COMPANY, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY COMPANY TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 50% of its original contracted rate for that location, Customer will pay 50% of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Company to the unbundled service rates.

**15. Limitation of Liability and Indemnity. FOR PURPOSES OF THIS SECTION, DISCLAIMER OF WARRANTIES, AND EMERGENCY . CRITICAL LINES PROVISIONS, "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF COMPANY RESELLS SERVICES. COMPANY'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. COMPANY IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO COMPANY'S NEGLIGENCE OR GROSS MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, OR THEFT OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN COMPANY NOTIFIES CUSTOMER OF INCREASED USAGE.**

**16. Disclaimer of Warranties. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE,**

Customer Initials \_\_\_\_\_



**COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.**

**17. Emergency. Critical Lines. CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY.** Examples include voice over Internet protocol, Centrex, and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

**18. Confidentiality.** Except when this Agreement is required to be filed with a governmental authority, the Parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Company that are negotiating with Customer in order to execute this Agreement.

**19. Telephone Numbers.** : In no event shall Company be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.

**20. Miscellaneous.** (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed or faxed to Customer at the address populated above or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, [Windstreambusinesscustomersupport@windstream.com](mailto:Windstreambusinesscustomersupport@windstream.com) or at such other address provided to the other party. **CUSTOMER AGREES THAT COMPANY MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING COMPANY'S SERVICES;** (b) Applicable Law: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles; (c) Waiver of Jury Trial. **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** (d) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent; Any attempted assignment in violation of this provision is void; (e) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (f) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (g) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (h) Survival: Sections 14 through 20 survive after this Agreement ends.; (i) Handwritten Changes: Handwritten changes are not binding on either party; (j) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Company's request, Customer shall sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations; (k) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**For Dynamic IP Services Only:**

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Company Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within it applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Company harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Company's dynamic IP service.

**For Managed CPE Firewall Services Only:**

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Company the authority to access Customer's networks and

Customer Initials \_\_\_\_\_

computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Company are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Company of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Company to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Company with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Company and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Company and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Company and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

**For Private IP VPN Services only:**

Encryption. For the IPSec Private IP-VPN Managed solution, Company shall provision and maintain the IPSec tunneling with standard publicly released and generally available encryption software (i.e., currently 3DES encryption) between Customer's Remote Sites and the Hub Location. Customer shall be responsible for registering for and supplying to Company any non-standard encryption software and for complying with all use obligations and restrictions related to such non-standard encryption software (including without limitation export restrictions).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

<b>COMPANY</b>	<b>CUSTOMER</b>
By:	By:
Name:	Name:
Title:	Title

**Exhibit 3: 471 Application**

FCC Form 471

Approval by OMB  
3060-0806**Schools and Libraries Universal Service  
Description of Services Ordered and Certification Form 471****Estimated Average Burden Hours per Response: 4 hours**

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

**Please read instructions before beginning this application. (You can also file online at [www.usac.org/sl](http://www.usac.org/sl).)****The instructions include information on the deadlines for filing this application.**

Applicant's Form Identifier (Create an identifier for your own reference)		Form 471 Application #:	
Tishomingo Y16		889992 (To be assigned by administrator)	
<b>Block 1: Billed Entity Address and Identifications</b>			
<b>1</b> Name of Billed Entity TISHOMINGO INDEP SCH DIST 20			
<b>2</b> Funding Year 2013			
<b>3a</b> Entity Number 139868			
<b>3b</b> FCC Registration Number 0011904315			
<b>4a</b> Street Address, P.O. Box, or Route Number 1300 East Main			
City TISHOMINGO State OK Zip Code 73460-0000			
<b>4b</b> Telephone Number (580) 371-9190			
<b>4c</b> Fax Number (580) 371-3765			
<b>5a</b> Type of Application (check only one) <input type="radio"/> Individual School (individual public or non-public school) <input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries) <input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply) <input type="checkbox"/> All public schools/districts in the state <input type="checkbox"/> All non-public schools in the state <input type="checkbox"/> All libraries in the state			
<b>5b</b> Recipient(s) of Services: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter <input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency			
<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: Tishomingo Y16</b>	
<b>Contact Person: Karla Hall or Chris Webber</b>		<b>Contact Phone Number: (918) 445-0048</b>	
<b>Block 1: Billed Entity Address and Identifications (continued)</b>			
<b>6a</b> Contact Person's Name Karla Hall or Chris Webber			
If the Contact Person's Street Address is the same as <b>Item 4</b> above, check here. <input type="checkbox"/> If not, complete Item 6b.			
<b>6b</b> Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713			
City Tulsa State OK Zip Code 74170-1713			
Check the box next to your preferred mode of contact and provide your contact information. One box <b>MUST</b> be checked and an entry provided.			
<input type="checkbox"/> <b>6c</b> Telephone Number (918) 445 - 0048			
<input type="checkbox"/> <b>6d</b> Fax Number (918) 445 - 0049			
<input checked="" type="checkbox"/> <b>6e</b> E-Mail Address <a href="mailto:info@crwconsulting.com">info@crwconsulting.com</a> Re-enter E-mail Address <a href="mailto:info@crwconsulting.com">info@crwconsulting.com</a>			
<b>6f</b> Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address			
<b>If a consultant is assisting you with your application process, please complete Item 6g below:</b>			
<b>6g</b> Consultant Name Karla Hall Name of Consultant's Employer CRW Consulting Consultant's Street Address P.O. Box 701713			
City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address <a href="mailto:info@crwconsulting.com">info@crwconsulting.com</a> Re-enter E-mail Address <a href="mailto:info@crwconsulting.com">info@crwconsulting.com</a> Consultant Registration Number 16024800			

Entity Number: 139868		Applicant's Form Identifier: Tishomingo Y16	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	
Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.			
Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.			
<b>Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471</b>			
		<b>Schools</b>	<b>Libraries</b>
<b>7a</b> Number of students or patrons to be served		994	0
<b>b</b> Telephone service: Number of classrooms or rooms with phone service		0	0
<b>c</b> Direct connections to the Internet: Number of drops		175	0
<b>d</b> Number of classrooms or rooms with Internet access		87	0
<b>e</b> Number of computers or other devices with Internet access		262	0
<b>f</b> Number of dial-up Internet access and other connections of up to <b>200 kbps</b> :		0	0
<b>g</b> High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than <b>200 kbps</b> and less than <b>1.5 mbps</b>	0	0
	At or greater than <b>1.5 mbps</b> and less than <b>3 mbps</b>	0	0
	At or greater than <b>3 mbps</b> and less than <b>10 mbps</b>	0	0
	At or greater than <b>10 mbps</b> and less than <b>25 mbps</b>	0	0
	At or greater than <b>25 mbps</b> and less than <b>50 mbps</b>	11	0
	At or greater than <b>50 mbps</b> and less than <b>100 mbps</b>	0	0
	Greater than <b>100 mbps</b>	0	0
<b>Block 3:</b>			
<b>8 [Reserved]</b>			

<b>Entity Number: 139868</b>										<b>Applicant's Form Identifier: Tishomingo Y16</b>				
<b>Contact Person: Karla Hall or Chris Webber</b>										<b>Contact Phone Number: (918) 445-0048</b>				

**Block 4: Discount Calculation Worksheet** **Worksheet - 1520690**  
**Page 1 of 1**

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

☐ Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s): (For Administrator's Use)  
**School District or Library System Name:** **School District or Library System Entity Number:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
FIRST GRADE BUILDING	16061887	R	0	0	0.000%	80	N	N	N	0				
CAFETERIA	16061886	R	0	0	0.000%	80	N	N	N	0				
TISHOMINGO MIDDLE SCHOOL	83987 40 30060 0154	R	260	175	67.308%	80	N	N	N	20800				
TISHOMINGO MEMORIAL ELEM SCH	83986 40 30060 01574	R	438	308	70.320%	80	N	N	N	35040				
TISHOMINGO HIGH SCHOOL	83985 40 30060 01573	R	296	164	55.405%	80	N	N	N	23680				
HIGH SCHOOL GYM	16061892	R	0	0	0.000%	80	N	N	N	0				
MIDDLE SCHOOL GYM	16061891	R	0	0	0.000%	80	N	N	N	0				
ALTERNATIVE ACADEMY	16061890	R	0	0	0.000%	80	N	N	N	0				
FIFTH GRADE BUILDING	16061889	R	0	0	0.000%	80	N	N	N	0				
DISTRICT ADMIN BUILDING	16061893	R	0	0	0.000%	80	N	N	N	0				
EARLY CHILDHOOD CENTER	16061888	R	0	0	0.000%	80	N	N	N	0				

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.	994								79520					80%
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.														



<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: Tishomingo Y16</b>																												
<b>Contact Person: Karla Hall or Chris Webber</b>		<b>Contact Phone Number: (918) 445-0048</b>																												
<b>Block 5: Discount Funding Request(s)</b>		<b>Block 5, page 1 of 8</b>																												
<b>Instructions:</b> Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2419788 (to be assigned by administrator)																												
<b>10</b> <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																														
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<b>15b Contract Number</b> n/a																																									
<b>15c</b> <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																									
<b>15d</b> <input checked="" type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 2253004																																									
<b>16a Billing Account Number</b> (e.g., billed telephone number)																																									
<b>16b</b> <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																									
<b>17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)</b> 11/03/2011																																									
<b>18 Contract Award Date (mm/dd/yyyy)</b> 11/14/2011																																									
<b>19 Service Start Date (mm/dd/yyyy)</b> 07/01/2013																																									
<b>20a Service End Date (mm/dd/yyyy)</b>																																									
<b>Contract Expiration Date</b> <b>20b</b> (mm/dd/yyyy) 06/30/2017																																									
<b>21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window.</b> Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. <div style="float: right; text-align: right;">8</div>																																									
<b>22 Entity/Entities Receiving This Service:</b>		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1520690																																							



<b>Entity Number:</b> 139868	<b>Applicant's Form Identifier:</b> Tishomingo Y16
<b>Contact Person:</b> Karla Hall or Chris Webber	<b>Contact Phone Number:</b> (918) 445-0048

**Block 6: Certifications and Signature**

24 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or

b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

<b>a</b> Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23i on all Block 5 Discount Funding Requests.)	266618.76
<b>b</b> Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	213295.01
<b>c</b> Total applicant non-discount share (Subtract Item 25b from Item 25a.)	53323.75
<b>d</b> Total budgeted amount allocated to resources not eligible for E-rate support	128900
<b>e</b> Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	182223.75

**f** ☐ Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

26 ☐ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☒ I certify that no technology plan is required by Commission rules.

27 ☒ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 139868		Applicant's Form Identifier: Tishomingo Y16	
Contact Person: Karla Hall or Chris Webber		Contact Phone Number: (918) 445-0048	

**Block 6: Certification and Signature (Continued)**

31 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

36 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38 Signature of authorized person <input type="checkbox"/>	39 Date
--	---------

40 Printed name of authorized person      Chris Webber

41 Title or position of authorized person      Consultant

☐ Check here if the consultant in Item 6g is the Authorized Person.

42a Street Address, P.O. Box, or Route Number  
PO Box 701713

City      Tulsa  
State    OK    Zip Code    74170-1713

<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: Tishomingo Y16</b>	
<b>Contact Person: Karla Hall or Chris Webber</b>		<b>Contact Phone Number: (918) 445-0048</b>	
<b>42b</b>	Telephone Number of authorized Person	(918) 445-0048	Ext.
<b>42c</b>	Fax Number of Authorized Person	(918) 445-0049	
<b>42d</b>	E-mail Address of authorized Person	info@crwconsulting.com	
	Re-enter E-mail Address	info@crwconsulting.com	
<b>42e</b>	Name of Authorized Person's Employer	CRW Consulting	

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

**Please submit this form to:**  
**SLD-Form 471**  
**P.O. Box 7026**  
**Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:**  
**SLD Forms**  
**ATTN: SLD Form 471**  
**3833 Greenway Drive**  
**Lawrence, Kansas 66046**  
**(888) 203-8100**

FCC Form 471 - October 2010

Close Print Preview

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**Exhibit 4:** Notification of Commitment Adjustment Letter



Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

May 20, 2016

Karla Hall or Chris Webber  
TISHOMINGO INDEP SCH DIST 20  
PO Box 701713  
Tulsa, OK 74170 1713

Re: Form 471 Application Number:	889992
Funding Year:	2013
Applicant's Form Identifier:	Tishomingo Y16
Billed Entity Number:	139868
FCC Registration Number:	0011904315
SPIN:	143035519
Service Provider Name:	Meet Point Networks LLC
Service Provider Contact Person:	Beverley Fielding

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
  - Billed Entity Name,
  - Form 471 Application Number,
  - Billed Entity Number, and
  - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org) or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Program - Correspondence Unit  
30 Lanidex Plaza West  
PO Box 685  
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

## FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program  
Universal Services Administrative Company

cc: Beverley Fielding  
Meet Point Networks LLC



**Funding Commitment Adjustment Report for  
Form 471 Application Number: 889992**

Funding Request Number:	2419788
Services Ordered:	INTERNET ACCESS
SPIN:	143035519
Service Provider Name:	Meet Point Networks LLC
Contract Number:	n/a
Billing Account Number:	
Site Identifier:	139868
Original Funding Commitment:	\$59,568.00
Commitment Adjustment Amount:	\$59,568.00
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date	\$54,604.00
Funds to be Recovered from Applicant:	\$54,604.00
Funding Commitment Adjustment Explanation:	

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN 2419788 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances. You posted requests for minimum 30 MBPS, will consider additional bandwidths on FCC Form 470#150700001048534 and the associated RFP. You received a bid from Meetpoint offering these specific services at an amount of \$6,025 per month for managed 30 MBPS, a bid from Chicasaw offering these specific services at an amount of \$2,000 monthly/ \$1,000 one-time charge for 30 MPBS and a bid from One Net offering these specific services at an amount of \$2,535/\$1,600 one-time charge for 30 MBPS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$6,025 monthly. The bid chosen is over two - three times more costly than the bid offering from OneNet and Chicasaw. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

**Exhibit 5:** Invitation for Competitive Bid (AKA: RFP)

**IFCB Posted**

04 October 2013

**Tishomingo School  
District 20****District Address**

1300 E Main

Tishomingo, OK 73460

**IFCB ID:** 252120001148954**IFCB Deadline:**

01 November 2013

**Questions Due By:**

25 October 2013

**IFCB Requirements**

- All Questions and Bids must be submitted using the on-line IFCB system. If for some reason the system is down before the respective deadline, please email your bid to [info@crwconsulting.com](mailto:info@crwconsulting.com) or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.
- Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.
- Please include the correct Service Provider Identification Number (SPIN) on your bid.
- By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.
- Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.
- Contracts must not prohibit SPIN changes.
- Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.

- All contracts awarded will be contingent upon E-rate funding and final board approval. The applicant may choose to do all or part of the project upon funding notification.
- All contracts awarded under this IFCB bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for five consecutive one year terms.

## Services and Equipment Requested

WAN Connections - Applicant currently has switched/CSME fiber connecting four buildings. Minimum 100Mb bandwidth for each connection. The hub site is the HS Gym, 1300 E Main St, to:

1. Alternative Education, 304 S McLish
2. Early Childhood Building, 607 N Broadway
3. Elementary School, 502 N Neshoba
4. Middle School, 307 S McLish Ave

All above addresses are in Tishomingo, OK 73460; (580) 371.

Internet Access - Minimum 30Mb bandwidth; applicant is considering upgrading up to 100Mb bandwidth. Service providers are encouraged to submit bids/contracts with scalable pricing from 30Mb to 100Mb bandwidths. The terminating address for this circuit is 1300 E Main St, Tishomingo, OK 73460; (580) 371.

[Upload Bid](#)



## Questions Received with District Answers:

[Submit a Question](#)

No Data

[Home](#) [About Us](#) [Services](#) [e-Rate Info](#) [Testimonials](#) [Contact](#)



Sign up for our new sletter :

[Submit](#)

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P.O. Box 701713  
Tulsa, OK 74170-1713  
Voice: (918) 445-0048  
Fax: (918) 445-0049

**Exhibit 6: Bids Received**



October 15, 2013

Tishomingo Indep School District  
Attn: Mr. Webber  
1300 E Main  
Tishomingo, OK 73460

**Re: Form 470 Application No. 252120001148954**

Dear Mr. Webber

Please find the Chickasaw Long Distance Company response to your Schools and Libraries Universal Service Form 470 Application.

Chickasaw Long Distance Company is responding to your request for providing Internet Service. We have a fiber presence near the locations listed on the attached proposal.

We appreciate this opportunity to respond to your telecommunication service requirements. If you should have any questions please contact me at 580-622-0294.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Johnson". The signature is stylized with a long horizontal line extending from the top of the "J".

Eric Johnson  
Project Manager

Attachments (1)

## **PROPOSED WAN CONNECTIONS**

Applicant currently has switched/CSME fiber connecting four buildings. Hub site is the HS Gym at 1300 E Main St:

1. Alternative Education, 304 S McLish:	\$800.00
2. Early Childhood Building, 607 N Broadway:	\$800.00
3. Elementary School, 502 N Neshoba:	\$800.00
4. Middle School, 307 S McLish Ave:	\$800.00

Total WAN Pricing above: \$3,200.00 monthly

## **PROPOSED DEDICATED INTERNET SERVICE**

### **Direct Internet Access Monthly Rate Charges as follows:**

● 10Mbps	\$1,250.00
● 20Mbps	\$1,400.00
● 30Mbps	\$1,775.00
● 50Mbps	\$2,025.00
● 100Mbps	\$2,750.00

### **Benefits:**

1. Oklahoma owned and operated, with offices in Sulphur, Lone Grove, Stillwater, Oklahoma City, Tulsa, Ardmore, and Lawton
2. Service is delivered by a state of the art fiber optic network
3. Unlimited Faculty/Staff Email accounts (Existing Email account addresses do NOT change!)
4. All email scanned for viruses
5. Domain Name Hosting, Web Page Hosting
6. Seamless/effortless integration from current ISP (Onenet, Cox, AT&T, or other)
7. 24X7X365 Network access and troubleshooting and/or reporting
8. Oklahoma Public School references available upon request Unlimited E-mail accounts to serve internal needs
9. Assistance in moving existing circuits, Guaranteed Throughput

\*Pricing stated above is for the full bandwidth provided via one dedicated Ethernet fiber connection to the school(s).

Chickasaw Long Distance Company Spin NO. 143004067  
PROPOSAL TO FURNISH: Ethernet Broadband Internet Service  
Tishomingo Indep School District 20  
Form 470 Application No. 252120001148954



# Commercial Services Agreement

11/1/2013

<b>Cox Account Rep:</b>	Dan Rogers	<b>Cox System Address:</b>	
<b>Phone Number:</b>	918 286-4435		11811 East 51st Street
<b>Fax Number:</b>	877 873-7029		Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	Tishomingo Public Schools - High School	<b>Full Name:</b>	Kevin Duncan
<b>Street Address:</b>	1300 E MAIN ST	<b>Billing Contact:</b>	(580) 371-2322
<b>City/State/Zip:</b>	Tishomingo, OK 73460	<b>Fax:</b>	
<b>Billing Address:</b>	505 N NESHOBBA AV	<b>Contact Number:</b>	(580) 371-2322
<b>City/State/Zip:</b>	Tishomingo, Oklahoma 73460	<b>Email Address:</b>	kduncan@tishomingo.k12.ok.us
<b>Cox Account #:</b>	131-0676533-01		

**Taxes and Fees Not Included**

<b>Service Address: 1300 E MAIN ST, Tishomingo, OK, 73460</b>						<b>Phone: (580) 371-2322</b>	
						<b>Cox Account ID: 131-0676533-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 100 Mb UNI - Intrastate	1	1	\$1,300.00	36	RN	\$1,300.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Tishomingo Public Schools - High School:</b>		<b>MRC:</b>	\$1,300.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 607 N BROADWAY, Tishomingo, OK, 73460</b>						<b>Phone: 580-226-9190</b>	
						<b>Cox Account ID: 131-0688832-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet - 100 Mb UNI - Interstate *	1	1	\$1,300.00	36	RN	\$1,300.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Tishomingo Public Schools Early</b>		<b>MRC:</b>	\$1,300.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 302 E NEIL ARMSTRONG PL, Tishomingo, OK, 73460</b>						<b>Phone: (580) 371-2322</b>	
						<b>Cox Account ID: 131-0676532-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
100 Mb UNI - Intrastate	1	1	\$1,300.00	36	RN	\$1,300.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Tishomingo Public Schools - Middle</b>		<b>MRC:</b>	\$1,300.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 506 N NESHOBBA, Tishomingo, OK, 73460</b>						<b>Phone: (580) 371-2322</b>	
						<b>Cox Account ID: 131-0676534-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
100 Mb UNI - Intrastate	1	1	\$1,300.00	36	RN	\$1,300.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Tishomingo Public Schools - Elementary:</b>		<b>MRC:</b>	\$1,300.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Service Address: 304 S MCLISH, Tishomingo, OK, 73460</b>						<b>Phone: (580) 371-2322</b>	
						<b>Cox Account ID: 131-0688771-01</b>	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet - 100 Mb UNI - Interstate *	1	1	\$1,300.00	36	RN	\$1,300.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Tishomingo Public Schools (Altn Ed.):</b>		<b>MRC:</b>	\$1,300.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

<b>Totals for all Accounts :</b>	<b>MRC:</b>	\$6,500.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>			\$0.00
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<b>If you are an Ethernet customer, please initial below.</b>							<b>Merge Bill</b>
Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.							No



<b>Special Conditions</b>	
Renewal for school fiscal year July 1, 2014 through June 30, 2015.	
<b>Promotion Details</b>	
<p>- Thank you for your business! As a valued Cox Business Customer, we would like to offer additional services to help your business grow. Cox Media consultants provide media solutions to help reach your audience more effectively and efficiently with advanced cable and digital advertising products.  Call toll free 1-855-MEDIAMX (1-855-633-4269) or mediamx@coxmedia.com today for more information.</p> <p>By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, the General Terms located at <a href="http://ww2.cox.com/aboutus/policies/business-general-terms.cox">http://ww2.cox.com/aboutus/policies/business-general-terms.cox</a>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. Unless otherwise agreed to by the parties in a written amendment to this Agreement, Customer shall satisfy the MRC set forth above for the duration of the Term. Cox may charge Customer a termination fee equal to the amount of the MRC reduction resulting from a partial termination of a Service multiplied by the number of months remaining in the Term. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.</p>	
<b>Customer Authorized Signature</b>	<b>CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature</b>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

The terms and conditions set forth on the Cover Page and below (the "Service Terms"), together with the Additional Terms and Conditions available at <http://www2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms" and collectively with the Service Terms and any other policies and terms incorporated by reference in the Service Terms, this "Agreement"), will govern Customer's use of the services identified on the attached cover page, or if in the Cox Business e-commerce environment, as selected above (the "Cover Page") (each a "Service").

**1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For states where the Regulated Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://www2.cox.com/business/voice/regulatory.cox> and which such terms are incorporated herein by reference. Cox may amend such tariffs (and if applicable, the SG) and the Regulated Services shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. PBX Usage and E911 Services** PLEASE REVIEW THE FOLLOWING WEBSITE FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES: <http://www2.cox.com/business/voice/regulatory.cox>, in addition to the information about PBX Service and e911 Service in Section C13 of the General Terms. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

**3. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**4. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

**5. Payment** Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**6. Service and Installation** Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://www2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Web hosting customers may view the AUP by clicking on the control panel. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

**7. E-Rate Customers** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the additional terms in Section C9 of the General Terms will apply.

**8. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**9. LIMITATION OF LIABILITY** COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

**10. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**11. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



## **Meet Point Networks, LLC**

P.O. Box 339  
Bixby, OK 74008  
[www.meetpointnetworks.com](http://www.meetpointnetworks.com)

10/31/2013

Tishomingo  
1300 East Main Street  
Tishomingo, OK 73460

To whom it may concern,

In the following pages you will find a proposal for services prepared by Meet Point Networks, LLC for Tishomingo. The proposal is in response to the district's posted ERate form 470. The proposal is for a Internet Access circuit.

Page 1 : Proposal of Services  
Pages 2 - 4 : Pre-signed Service Agreement

We hope that you will take the time to consider our proposal. If the district finds the quote acceptable please sign and return (fax or email).

Please do not hesitate to contact us with any and all questions.

Mike Pennell  
President  
[mpennell@meetpointnetworks.com](mailto:mpennell@meetpointnetworks.com)  
Phone : 918-633-6896  
Fax : 918-512-4400



**Meet Point Networks, LLC**

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

**SPIN# 143035519**

## **Customer Service Proposal**

Proposal Date : October 31, 2013

Proposal # 144

### **Customer Information**

#### **Tishomingo**

1300 East Main Street

Tishomingo OK 73460

Meet Point Networks Rep

Mike Pennell (918)633-6896

Summary of Proposed Services : 30, 50, 70, 100 Mb Internet Access Circuit Quotes- Including Internet maintenance provided by NewNet 66.

*\*\*Any estimates, in this proposal, based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.*

### **Proposed Services and Terms**

**\*\*Taxes and Fees not Included**

	Service Description		Type	Qty	Term	Monthly	Annual	One Time
1	30 Mb	Internet Bandwidth	New	1	60	\$4,817.50	\$57,810.00	
2	50 Mb	Internet Bandwidth	New	1	60	\$5,217.50	\$62,610.00	
3	70 Mb	Internet Bandwidth	New	1	60	\$5,397.50	\$64,770.00	
4	100 Mb	Internet Bandwidth	New	1	60	\$5,617.50	\$67,410.00	

Internet Maintenance is provided by NewNet 66 and is included in the pricing above.

Internet Maintenance includes:

24 x 7 Internet Access Troubleshooting & Repair

On site visits to restore Internet Access, if necessary

Unlimited Email / 5Gb Web Hosting

For more information please visit NewNet 66's description of services overview at [www.newnet66.org](http://www.newnet66.org)



**Meet Point Networks, LLC**  
P.O. Box 339  
Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

## Meet Point Networks Service Agreement

10/7/2013

**SPIN# 143035519**

### **Tishomingo**

1300 East Main Street  
Tishomingo OK 73460

**Proposed Services :** Please select desired service by checking a box below.

Service Description	Type	Qty	Term	Monthly	Annual	One Time
<input type="checkbox"/> 30 Mb Internet Bandwidth	New	1	60	\$4,817.50	\$57,810.00	
<input type="checkbox"/> 50 Mb Internet Bandwidth	New	1	60	\$5,217.50	\$62,610.00	
<input type="checkbox"/> 70 Mb Internet Bandwidth	New	1	60	\$5,397.50	\$64,770.00	
<input type="checkbox"/> 100 Mb Internet Bandwidth	New	1	60	\$5,617.50	\$67,410.00	
<input type="checkbox"/>						

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability.

**Customer Authorized Signature**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Title or Position*

\_\_\_\_\_  
*Date*

**Meet Point Networks Authorized Signature**

*Mike Pennell*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Mike Pennell

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
President

\_\_\_\_\_  
*Title or Position*

10/31/2013

\_\_\_\_\_  
*Date*



**Meet Point Networks, LLC**

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

## Terms and Conditions

**OUSF - Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.**

**E-Rate Customers - During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer initiates the process.**

**The pricing is based upon a 60 month term. This contract represents a 12 month term with the option to renew four consecutive 12 month terms.**

**1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.

**4. Payment** Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure



**Meet Point Networks, LLC**

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 5, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards.

**Contract is subject to availability of facilities and construction charges.**

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at Customer's expense.

E-Rate Funding Year 2014



SPIN 143015254  
FCC RN 001199307  
MTM – INTERNET ACCESS  
(Month to Month service -- no contract needed)

Tishomingo ISD  
CORRECTED BID

Proposal Contingent upon E-Rate Funding

Internet Access Service	Monthly\$	Annual\$
30mb Option	\$1,603	\$19,236
50mb Option	\$2,105	\$25,260
100mb Option	\$2,860	\$34,320

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: unlimited email services, web hosting, Quality of Service, DNS, unlimited video conferencing and related technical support. *There is no reduction in cost if customer does not utilize any component of the standard package.*

Customer Provided Router

- 30-100mb will require router with 2 Fast Ethernet Interfaces; one interface for internet connection and one for LAN

Options

- OneNet Provided Router (ERate Priority One On-Premise Equipment)

\$89 per month for Juniper SRX220. The router shall remain the property of OneNet, therefore OneNet reserves the right to use for other customers. Maintenance of router will be OneNet's responsibility. Customer's local network will not be dependent on the OneNet provided router. (Not Oklahoma Universal Service Fund eligible, customer will pay their percentage after ERate discount.)

- Content Filtering pricing is available upon request. (Not ERate eligible service)

**Proposed By:**

A handwritten signature in black ink, appearing to read "Ami Layman".

Ami Layman

Assistant Director of Administration  
OneNet  
PO Box 108800  
Oklahoma City, OK 73101-8800  
(888) 566-3638

**Accepted By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting. THIS IS FOR YOUR ERATE RECORDS and Item 21 Attachment. Please contact OneNet when you are ready to order services.**



**Exhibit 7: 471 Application**

FCC Form 471

Approval by OMB  
3060-0806**Schools and Libraries Universal Service  
Description of Services Ordered and Certification Form 471****Estimated Average Burden Hours per Response: 4 hours**

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

**Please read instructions before beginning this application. (You can also file online at [www.usac.org/sl](http://www.usac.org/sl).)**

**The instructions include information on the deadlines for filing this application.**

Applicant's Form Identifier (Create an identifier for your own reference)		Form 471 Application #:
TISHOMINGO Y17		946040 (To be assigned by administrator)
<b>Block 1: Billed Entity Address and Identifications</b>		
<b>1</b> Name of Billed Entity TISHOMINGO INDEP SCH DIST 20		
<b>2</b> Funding Year 2014		
<b>3a</b> Entity Number 139868		
<b>3b</b> FCC Registration Number 0011904315		
<b>4a</b> Street Address, P.O. Box, or Route Number 1300 East Main		
City TISHOMINGO State OK Zip Code 73460-		
<b>4b</b> Telephone Number (580) 371-9190		
<b>4c</b> Fax Number (580) 371-3765		
<b>5a</b> Type of Application (check only one) <input type="radio"/> Individual School (individual public or non-public school) <input checked="" type="radio"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="radio"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="radio"/> Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries) <input type="radio"/> Statewide application for (enter 2-letter state code) representing (check all that apply) <input type="checkbox"/> All public schools/districts in the state <input type="checkbox"/> All non-public schools in the state <input type="checkbox"/> All libraries in the state		
<b>5b</b> Recipient(s) of Services: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Charter <input type="checkbox"/> Tribal <input type="checkbox"/> Head Start <input type="checkbox"/> State Agency		
<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: TISHOMINGO Y17</b>
<b>Contact Person: Chris Webber or Karla Hall</b>		<b>Contact Phone Number: (918) 445-0048</b>
<b>Block 1: Billed Entity Address and Identifications (continued)</b>		
<b>6a</b> Contact Person's Name Chris Webber or Karla Hall		
If the Contact Person's Street Address is the same as <b>Item 4</b> above, check here. <input type="checkbox"/> If not, complete Item 6b.		
<b>6b</b> Street Address, P.O. Box, or Route Number NOTE: USAC will use this address to mail correspondence about this form. PO Box 701713  City Tulsa State OK Zip Code 74170-1713		
Check the box next to your preferred mode of contact and provide your contact information. One box <b>MUST</b> be checked and an entry provided.		
<input type="checkbox"/> <b>6c</b> Telephone Number (918) 445 - 0048		
<input type="checkbox"/> <b>6d</b> Fax Number (918) 445 - 0049		
<input checked="" type="checkbox"/> <b>6e</b> E-Mail Address INFO@CRWCONSULTING.COM Re-enter E-mail Address INFO@CRWCONSULTING.COM		
<b>6f</b> Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address		
<b>If a consultant is assisting you with your application process, please complete Item 6g below:</b>		
<b>6g</b> Consultant Name Chris Webber Name of Consultant's Employer CRW Consulting Consultant's Street Address CRW Consulting PO Box 701713 City Tulsa State OK Zip Code 74170 Consultant's Telephone Number (918) 445-0048 Ext. Consultant's Fax Number (918) 445-0049 Consultant's E-mail Address info@crwconsulting.com Re-enter E-mail Address info@crwconsulting.com Consultant Registration Number 16024800		
<b>Blocks 2 and 3 [Reserved]</b>		

<b>Entity Number: 139868</b>										<b>Applicant's Form Identifier: TISHOMINGO Y17</b>				
<b>Contact Person: Chris Webber or Karla Hall</b>										<b>Contact Phone Number: (918) 445-0048</b>				
<b>Block 4: Discount Calculation Worksheet</b>												<b>Worksheet - 1631962</b>		
<b>Page 1 of 1</b>														
<p>The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.</p> <p><input type="checkbox"/> Check here if this worksheet contains all eligible entities in the school district or library system.</p>														
9a List entities and calculate discount(s):												(For Administrator's Use)		
<b>School District or Library System Name:</b>												<b>School District or Library System Entity Number:</b>		
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justice, E = ESA, D = Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
TISHOMINGO HIGH SCHOOL	83985 40 30060 01573	R	135	124	91.852%	90	N	N	N	12150				
TISHOMINGO MEMORIAL ELEM SCH	83986 40 30060 01574	R	317	295	93.060%	90	N	N	N	28530				
TISHOMINGO MIDDLE SCHOOL	83987 40 30060 0154	R	167	167	100.000%	90	N	N	N	15030				
CAFETERIA	16061886	R	0	0	0.000%	80	N	N	N	0				
FIRST GRADE BUILDING	16061887	R	0	0	0.000%	80	N	N	N	0				
DISTRICT ADMIN BUILDING	16061893	R	0	0	0.000%	80	N	N	N	0				
FIFTH GRADE BUILDING	16061889	R	0	0	0.000%	80	N	N	N	0				
ALTERNATIVE ACADEMY	16061890	R	0	0	0.000%	80	N	N	N	0				
MIDDLE SCHOOL GYM	16061891	R	0	0	0.000%	80	N	N	N	0				
HIGH SCHOOL GYM	16061892	R	0	0	0.000%	80	N	N	N	0				
EARLY CHILDHOOD CENTER	16061888	R	0	0	0.000%	80	N	N	N	0				
<b>9b Shared Services</b>														
SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.			619							55710				90%
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.														

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<b>Instructions:</b> Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2575639 (to be assigned by administrator)																																																																														
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<b>14 Service Provider Name</b> Meet Point Networks LLC																																																																																
<b>15a</b> <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																																																																
<b>15b Contract Number</b> N/A																																																																																
<b>15c</b> <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																																																																
<b>15d</b> <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:																																																																																
<b>16a Billing Account Number</b> (e.g., billed telephone number)																																																																																
<b>16b</b> <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																																																																
<b>17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy)</b> (based on Form 470 filing) 11/01/2013																																																																																
<b>18 Contract Award Date (mm/dd/yyyy)</b> 12/17/2013																																																																																
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<b>20b Contract Expiration Date</b> (mm/dd/yyyy) 06/30/2019																																																																																
<b>21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment</b> You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. <div style="text-align: right;">1</div>																																																																																
<b>22 Entity/Entities Receiving This Service:</b>		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1631962																																																																														

Entity Number: 139868	Applicant's Form Identifier: TISHOMINGO Y17
Contact Person: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048

**Block 5 (Continued):**

**24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request**

☐ Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☐ Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

**a** Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please make copies of this page and number the completed pages to assure that they are all processed correctly. A response to this item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.

Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	1	100

**b** If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? <u>90</u> %
2.	If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? <u>100</u> %

**c** For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No  
 If **no** above, are these connections only for backbone connections? ☐ Yes ☐ No

<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: TISHOMINGO Y17</b>																																							
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<b>13 SPIN – Service Provider Identification Number</b> 143027725																																									
<b>14 Service Provider Name</b> Gabbart Enterprises LLC																																									
<b>15a</b> <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																									
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Entity Number: 139868	Applicant's Form Identifier: TISHOMINGO Y17
Contact Person: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048

**Block 5 (Continued):**

**24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request**

☐ Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☒ Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

**a** Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please make copies of this page and number the completed pages to assure that they are all processed correctly. A response to this item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.

Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

**b** If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ____%
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**c** For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No  
 If no above, are these connections only for backbone connections? ☐ Yes ☐ No

<b>Entity Number:</b> 139868		<b>Applicant's Form Identifier:</b> TISHOMINGO Y17																												
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<b>Block 5: Discount Funding Request(s)</b>		<b>Block 5, page 3 of 5</b>																												
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<b>12 Form 470 Application Number</b> 252120001148954																														
<b>13 SPIN – Service Provider Identification Number</b> 143005575																														
<b>14 Service Provider Name</b> Cox Oklahoma Telcom, LLC																														
<b>15a</b> <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																														
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<b>Entity Number:</b> 139868	<b>Applicant's Form Identifier:</b> TISHOMINGO Y17
<b>Contact Person:</b> Chris Webber or Karla Hall	<b>Contact Phone Number:</b> (918) 445-0048

  
**Block 5 (Continued):**  
**24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request**  

Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

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Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps
Fiber optic/OC-x	5	100

**b** If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? <u>90</u> %
2.	If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? <u>100</u> %

**c** For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No  
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<b>12 Form 470 Application Number</b> 866100000876476																																						
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Entity Number: 139868	Applicant's Form Identifier: TISHOMINGO Y17
Contact Person: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048

**Block 5 (Continued):**

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<b>Instructions:</b> Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		FRN 2575644 (to be assigned by administrator)																																							
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																																									
<b>11 Category of Service</b> ( only ONE category should be checked) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>PRIORITY 1</b>  <input checked="" type="checkbox"/> Telecommunications Service  <input type="checkbox"/> Internet Access         </td> <td style="width: 50%; vertical-align: top;"> <b>PRIORITY 2</b>  <input type="checkbox"/> Internal Connections Other than Basic Maintenance  <input type="checkbox"/> Basic Maintenance of Internal Connections         </td> </tr> </table>		<b>PRIORITY 1</b> <input checked="" type="checkbox"/> Telecommunications Service <input type="checkbox"/> Internet Access	<b>PRIORITY 2</b> <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input type="checkbox"/> Basic Maintenance of Internal Connections	<b>23 Calculations</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 10%; text-align: center; vertical-align: middle;">Recurring Charges</td> <td style="width: 10%;"><b>A.</b></td> <td>Monthly charges (total amount per month for service)</td> <td style="text-align: right;">\$352.08</td> </tr> <tr> <td><b>B.</b></td> <td>How much of the amount in A is ineligible?</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>C.</b></td> <td>Eligible monthly pre-discount amount (A minus B)</td> <td style="text-align: right;">\$352.08</td> </tr> <tr> <td><b>D.</b></td> <td>Number of months service provided in funding year</td> <td style="text-align: right;">12</td> </tr> <tr> <td><b>E.</b></td> <td>Annual pre-discount amount for eligible recurring charges (C x D)</td> <td style="text-align: right;">\$4,224.96</td> </tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">Non-Recurring Charges</td> <td><b>F.</b></td> <td>Annual non-recurring charges</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>G.</b></td> <td>How much of the amount in F is ineligible?</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td><b>H.</b></td> <td>Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: middle;">Total Charges</td> <td><b>I.</b></td> <td>Total funding year pre-discount amount (E + H)</td> <td style="text-align: right;">\$4,224.96</td> </tr> <tr> <td><b>J.</b></td> <td>Discount from Block 4 Worksheet</td> <td style="text-align: right;">90.00</td> </tr> <tr> <td><b>K.</b></td> <td>Funding Commitment Request (I x J)</td> <td style="text-align: right;">\$3,802.46</td> </tr> </table>		Recurring Charges	<b>A.</b>	Monthly charges (total amount per month for service)	\$352.08	<b>B.</b>	How much of the amount in A is ineligible?	\$0.00	<b>C.</b>	Eligible monthly pre-discount amount (A minus B)	\$352.08	<b>D.</b>	Number of months service provided in funding year	12	<b>E.</b>	Annual pre-discount amount for eligible recurring charges (C x D)	\$4,224.96	Non-Recurring Charges	<b>F.</b>	Annual non-recurring charges	\$0.00	<b>G.</b>	How much of the amount in F is ineligible?	\$0.00	<b>H.</b>	Annual eligible pre-discount amount for non-recurring charges (F minus G)	\$0.00	Total Charges	<b>I.</b>	Total funding year pre-discount amount (E + H)	\$4,224.96	<b>J.</b>	Discount from Block 4 Worksheet	90.00	<b>K.</b>	Funding Commitment Request (I x J)	\$3,802.46
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<b>12 Form 470 Application Number</b> 150700001048534																																									
<b>13 SPIN – Service Provider Identification Number</b> 143008823																																									
<b>14 Service Provider Name</b> SBC Long Distance, LLC.																																									
<b>15a</b> <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																																									
<b>15b Contract Number</b> N/A																																									
<b>15c</b> <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).																																									
<b>15d</b> <input checked="" type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 2419819																																									
<b>16a Billing Account Number</b> (e.g., billed telephone number)																																									
<b>16b</b> <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.																																									
<b>17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy)</b> (based on Form 470 filing) 11/05/2012																																									
<b>18 Contract Award Date (mm/dd/yyyy)</b> 12/07/2012																																									
<b>19 Service Start Date (mm/dd/yyyy)</b> 07/01/2014																																									
<b>20a Service End Date (mm/dd/yyyy)</b>																																									
<b>20b Contract Expiration Date</b> (mm/dd/yyyy) 06/30/2015																																									
<b>21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window.</b> Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. <div style="text-align: right;">5</div>																																									
<b>22 Entity/Entities Receiving This Service:</b>		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1631962																																							

Entity Number: 139868	Applicant's Form Identifier: TISHOMINGO Y17
Contact Person: Chris Webber or Karla Hall	Contact Phone Number: (918) 445-0048

**Block 5 (Continued):**

**24 Description of Broadband and other Connectivity Services Ordered for Schools and Libraries from this funding request**

☐ Complete the information below for this funding request only if requesting **Telecommunications Services** or **Internet Access** for the purpose of providing broadband and other types of connectivity to school and/or library facilities.

☒ Check this box if this request is for services or equipment that do **not** provide broadband or connectivity. For instance, check the box if this funding request is for internal connections, basic maintenance, or requests for services like e-mail or phone service.

**a** Which technology(ies) and speed(s) are being provided in this Funding Request? Please list the number of lines and average download speed for the lines included in this funding request. If there are multiple download speeds for the lines within one type of broadband connection, this form provides two additional lines per broadband connection category. If you need additional space, please make copies of this page and number the completed pages to assure that they are all processed correctly. A response to this item is not a substitute for a complete response to Item 21 but should be consistent with the description of services in the response to Item 21. Please ask your service provider if you need assistance.

Type of Connection	Number of lines included in this FRN	Download speed per line in Mbps

**b** If the Internet service is available to students or patrons in more than just a single location or office, please indicate:

1.	If the access is provided by wired connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to wired drops? ____%
2.	If the access is provided by Wi-Fi connections, approximately what percentage of the school classroom or public library rooms included in the Block 4 worksheet for this FRN will have access to a Wi-Fi signal? ____%

**c** For consortia and statewide applications, do the connections in this FRN include the last mile connection to the school or library? ☐ Yes ☐ No  
 If no above, are these connections only for backbone connections? ☐ Yes ☐ No

<b>Entity Number:</b> 139868	<b>Applicant's Form Identifier:</b> TISHOMINGO Y17
<b>Contact Person:</b> Chris Webber or Karla Hall	<b>Contact Phone Number:</b> (918) 445-0048

**Block 6: Certifications and Signature**

**25** ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

**a** ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or  
**b** ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

**26** ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

<b>a</b> Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23l on all Block 5 Discount Funding Requests.)	158384.4
<b>b</b> Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	142545.96
<b>c</b> Total applicant non-discount share (Subtract Item 26b from Item 26a.)	15838.44
<b>d</b> Total budgeted amount allocated to resources not eligible for E-rate support	128900
<b>e</b> Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 26c and 26d.)	144738.44
<b>f</b> <input type="checkbox"/> Check this box if you are receiving any of the funds in Item 26e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 26e.	

**27** ☐ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☒ I certify that no technology plan is required by Commission rules.

**28** ☒ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

**29** ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

**30** ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

**31** ☒ I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: TISHOMINGO Y17</b>	
<b>Contact Person: Chris Webber or Karla Hall</b>		<b>Contact Phone Number: (918) 445-0048</b>	

**Block 6: Certification and Signature (Continued)**

32 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

33 ☒ I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

34 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

35 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

36 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

37 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

38 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

39 Signature of authorized person <input checked="" type="checkbox"/>	40 Date 02/25/2014
---	--------------------

41 Printed name of authorized person Chris Webber

42 Title or position of authorized person Consultant

☐ Check here if the consultant in Item 6g is the Authorized Person.

43a Street Address, P.O. Box, or Route Number  
PO Box 701713

City Tulsa  
State OK Zip Code 74170-1713

<b>Entity Number: 139868</b>		<b>Applicant's Form Identifier: TISHOMINGO Y17</b>	
<b>Contact Person: Chris Webber or Karla Hall</b>		<b>Contact Phone Number: (918) 445-0048</b>	
<b>43b</b>	Telephone Number of authorized Person	(918) 445-0048	Ext.
<b>43c</b>	Fax Number of Authorized Person	(918) 445-0049	
<b>43d</b>	E-mail Address of authorized Person	info@crwconsulting.com	
	Re-enter E-mail Address	info@crwconsulting.com	
<b>43e</b>	Name of Authorized Person's Employer	CRW Consulting	
<p><b>NOTICE:</b> Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.</p> <p>An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.</p> <p>The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.</p> <p>If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.</p> <p>If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.</p> <p>The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.</p> <p>Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.</p> <p><b>Please submit this form to:</b> SLD-Form 471 P.O. Box 7026 Lawrence, Kansas 66044-7026</p> <p><b>For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:</b> SLD Forms ATTN: SLD Form 471 3833 Greenway Drive Lawrence, Kansas 66046 (888) 203-8100</p>			
FCC Form 471 - December 2013			

[Close Print Preview](#)[Previous](#)



**Exhibit 8:** Commitment Adjustment Letter

**Notification of Commitment Adjustment Letter**

**Funding Year 2014: July 1, 2014 - June 30, 2015**

May 20, 2016

Chris Webber or Karla Hall  
TISHOMINGO INDEP SCH DIST 20  
PO Box 701713  
Tulsa, OK 74170 1713

<b>Re: Form 471 Application Number:</b>	<b>946040</b>
<b>Funding Year:</b>	<b>2014</b>
<b>Applicant's Form Identifier:</b>	<b>TISHOMINGO Y17</b>
<b>Billed Entity Number:</b>	<b>139868</b>
<b>FCC Registration Number:</b>	<b>0011904315</b>
<b>SPIN:</b>	<b>143035519</b>
<b>Service Provider Name:</b>	<b>Meet Point Networks LLC</b>
<b>Service Provider Contact Person:</b>	<b>Beverley Fielding</b>

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
  - Billed Entity Name,
  - Form 471 Application Number,
  - Billed Entity Number, and
  - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org) or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Program - Correspondence Unit  
30 Lanidex Plaza West  
PO Box 685  
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

## FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program  
Universal Services Administrative Company

cc: Beverley Fielding  
Meet Point Networks LLC

**Funding Commitment Adjustment Report for  
Form 471 Application Number: 946040**

Funding Request Number:	2575639
Services Ordered:	INTERNET ACCESS
SPIN:	143035519
Service Provider Name:	Meet Point Networks LLC
Contract Number:	N/A
Billing Account Number:	
Site Identifier:	139868
Original Funding Commitment:	\$60,669.00
Commitment Adjustment Amount:	\$60,669.00
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date	\$0.00
Funds to be Recovered from Applicant:	\$0.00
Funding Commitment Adjustment Explanation:	

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FY 2014 FRN 2575639 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You posted requests for minimum 30 MBPS, considering upgrading to 100 MBPS? on FCC Form 470#252120001148954 and the associated RFP. You received a bid from Chickasaw offering these specific services at an amount of \$2,750 for 100 MBPS and a bid from Meetpoint offering these specific services at an amount of \$5,617.50 monthly for 100 MPBS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$5,617.50 month. The bid chosen is over three times more costly than the bid offering from Chickasaw. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. Therefore, the commitment has been rescinded in full.

**Exhibit 9:** Invitation for Competitive Bid (AKA: RFP)

**IFCB Posted**  
13 January 2015

## **Tishomingo School District 20**

### **District Address**

1300 E Main

Tishomingo, OK 73460

**IFCB ID:** 331750001293864



### **Bid Deadline:**

10 February 2015

### **Questions Due By:**

03 February 2015

## **IFCB Requirements**

All Questions and Bids must be submitted using the on-line IFCB system. If for some reason the system is down before the respective deadline, please email your bid to [info@crwconsulting.com](mailto:info@crwconsulting.com) or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the on-line system is active at the time of submission.

Bidder must agree to participate in USF Program (AKA "E-rate") for the corresponding funding year.

Please include the correct Service Provider Identification Number (SPIN) on your bid.

By submitting a bid, bidder certifies that the bidder does have a valid (non-red light status) SPIN for the E-rate program at the time of submission. Should the Applicant discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and the applicant will have no payment obligations to the bidder.

Bidder is expected to provide the lowest corresponding price per E-rate rules. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for details.

Contracts must not prohibit SPIN changes.

Bidder must agree to provide the Applicant the choice of discount methods (SPI or BEAR).

Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than \$20 or gifts totaling more than \$50 within a 12 month period.

All contracts awarded will be contingent upon E-rate funding and final board approval. The applicant may choose to do all or part of the project upon funding notification.

All contracts awarded under this IFCB bidding process may be voluntarily renewed by the applicant, upon written notice to the provider, for five consecutive one year terms.

E-rate rules require applicants to evaluate the cost of eligible goods and services, and to cost-allocate out the amount for ineligible services from their funding request. If your company will be bidding internet access service, please identify the amount to be cost-allocated out for the ineligible services – email service, web hosting, content filtering, or other bundled ineligible services.

## Services and Equipment Requested

Internet Access - Minimum 100 Mb bandwidth. Applicant may consider higher bandwidths. School district is requesting a multi-year scalable contract that provides the option to increase bandwidth during the term of the contract. The applicant is also requesting onsite technical support services, basic head-end firewall services, and on-site configuration and turn of the service. The terminating address for this circuit is 1300 E Main St, Tishomingo, OK 73460; (580) 371. E-rate rules require applicants to evaluate the cost of eligible goods and services, and to cost-allocate out the amount for ineligible services from their funding request. If your company will be bidding **internet access service**, please identify the amount to be cost-allocated out for the ineligible services – email service, web hosting, content filtering, or other bundled ineligible services.



### Questions Received with District Answers:

No Data



## **Exhibit 10: Bids Received**



February 10, 2015

Tishomingo Indep School District  
Attn: Mr. Webber  
1300 E Main  
Tishomingo, OK 73460

**Re: IFCB ID:** 331750001293864

Dear Mr. Webber

Please find the Chickasaw Long Distance Company response to your Schools and Libraries Universal Service Form 470 Application.

Chickasaw Long Distance Company is responding to your request for providing Internet Service. We have a fiber presence near the locations listed on the attached proposal.

We appreciate this opportunity to respond to your telecommunication service requirements. If you should have any questions please contact me at 580-622-0294.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Johnson". The signature is stylized with a long horizontal line extending from the top of the "J".

Eric Johnson  
Project Manager

Attachments (1)

**Direct Internet Access Monthly Rate Charges to 1300 E Main St:  
as follows:**

- 100Mbps    \$1,900.00
- 200Mbps    \$2,600.00
- 300Mbps    \$3,250.00
- 500Mbps    \$4,500.00
- 1 Gig        \$7,000.00

Benefits:

1. Oklahoma owned and operated, with offices in Sulphur, Lone Grove, Stillwater, Oklahoma City, Tulsa, Ardmore, and Lawton.
2. Service is delivered by a state of the art MPLS network.
3. Seamless/effortless integration from current ISP (Onenet, Cox, AT&T, or other)
4. 24X7X365 Network access and troubleshooting and/or reporting
5. Oklahoma Public School references available upon request.
6. Assistance in moving existing circuits.
7. Guaranteed Throughput

\*Email, Web Hosting, Firewall Protection, Content Filtering, and Domain Name are NOT included in this proposal.

Chickasaw Long Distance Company Spin NO. 143004067  
PROPOSAL TO FURNISH: Ethernet Broadband Internet Service  
Tishomingo Indep School District 20  
**IFCB ID: 331750001293864**

Cox Business – RFP for Erate 470 application for service

**School year: July 1, 2015 through June 30, 2016**

**Tishomingo Public Schools**

**COX OPTICAL INTERNET:**

100 Mbps - \$2,838

300 Mbps - \$5,134

500 Mbps - \$7,365

1 Gbps - \$12,780

Cox Optical Internet<sup>SM</sup> is the reliable and scalable high-speed Internet service built specifically to meet the complex data demands of growing businesses.

Backed by a fiber-based metropolitan network and nationwide fiber-optic IP backbone, Cox Optical Internet gives your business dedicated access to our network with flexible tiered bandwidth options scalable to OC-12 or higher.

**METRO ETHERNET:**

100 Mbps – \$1,300

Cox Metro Ethernet allows you to cost-effectively connect multiple locations together by combining the simplicity of Ethernet with our reliable optical fiber network. Now you can securely extend the reach of your network without the cost and complexity of traditional WAN technologies. Cox Metro Ethernet is designed to effectively carry all of your converged services such as data, voice over IP, and video over our intelligent metro networks. You can also scale your network as your organization grows and your bandwidth needs increase. So whether you're a school system, a healthcare organization, a local government, a business wanting to do backups for business continuity or any other organization looking to extend your LAN, Cox Metro Ethernet offers you a powerful new capability.



Meet Point Networks, LLC

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

SPIN# 143035519

## Customer Service Proposal

Proposal Date : January 26, 2015

Proposal # 274

### Customer Information

#### Tishomingo

1300 East Main Street

Tishomingo OK 73460

Meet Point Networks Rep

Mike Pennell (918)633-6896

Summary of Proposed Services : 100 Mb Internet Access Circuit - Renewal with upgrade options.

*\*\*Any estimates, in this proposal, based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.*

### Proposed Services and Terms

*\*\*Taxes and Fees not Included*

Service Description			Type	Qty	Term	Monthly	Annual	One Time
1	100 Mb	Internet Bandwidth	New	1	60	\$3,200.00	\$38,400.00	
2	150 Mb	Internet Bandwidth	New	1	60	\$3,500.00	\$42,000.00	
3	200 Mb	Internet Bandwidth	New	1	60	\$3,850.00	\$46,200.00	

**Upgrade options available through the life of the contract.** See Terms and Conditions

**Initial onsite configuration of the router / firewall is included.**

For a description of included technical support see Terms and Conditions number 6.



**Meet Point Networks, LLC**  
P.O. Box 339  
Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

## Meet Point Networks Service Agreement

1/26/2015

**SPIN# 143035519**

### **Tishomingo**

1300 East Main Street  
Tishomingo OK 73460

### Summary of Proposed Services :

100 Mb Internet Access Circuit - Renewal with upgrade options.

**Proposed Services :** Please select desired service by checking a box below.

Service Description	Type	Qty	Term	Monthly	Annual	One Time
<input type="checkbox"/> 100 Mb Internet Bandwidth	New	1	60	\$3,200.00	\$38,400.00	
<input type="checkbox"/> 150 Mb Internet Bandwidth	New	1	60	\$3,500.00	\$42,000.00	
<input type="checkbox"/> 200 Mb Internet Bandwidth	New	1	60	\$3,850.00	\$46,200.00	
<input type="checkbox"/>						

By signing this Service Agreement, you represent that you are the authorized Customer representative and the above information is true and correct and you accept this Agreement. Both parties agree that each party may use electronic signatures to sign this Service Agreement.

Meet Point Networks may withdraw the proposal at any time prior to Customer signature. If within (30) days after Customer signature, Meet Point Networks determines that customer location is not serviceable under Meet Point Networks normal installation guidelines, Meet Point Networks may withdraw this Service Agreement without liability.

### Customer Authorized Signature

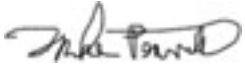
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print*

\_\_\_\_\_  
*Title or Position*

\_\_\_\_\_  
*Date*

### Meet Point Networks Authorized Signature

  
\_\_\_\_\_  
*Signature*

Mike Pennell

\_\_\_\_\_  
*Print*

President

\_\_\_\_\_  
*Title or Position*

1/26/2015

\_\_\_\_\_  
*Date*



**Meet Point Networks, LLC**

P.O. Box 339

Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

## Terms and Conditions

**OUSF - Any estimates in this bid based on funding from the Oklahoma Universal Service Fund are subject to application and approval by the Oklahoma Corporation Commission and any difference in actual OUSF funding and the monthly recurring charges shall be the responsibility of the customer.**

**E-Rate Customers - During the term of this contract, the applicant may choose any of the above service levels and upgrade to those levels upon written notice to Meet Point Networks. Meet Point Networks will determine the turn up time after the customer initiates the process.**

**The pricing is based upon a 60 month term. This contract represents a 12 month term with the option to renew four consecutive 12 month terms. Upon written request the customer may upgrade to other options with the corresponding increase in fees applying. It is the responsibility of the customer to determine the effect of this change on the E-rate process.**

**1. Tariffs/Service Guide** If Customer is purchasing any Services that are regulated by the FCC or any state regulatory body ("Regulated Services"), then Customer's use of such Regulated Services is subject to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Regulated Services is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. Termination fees include, but are not limited to, non recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Meet Point Networks may begin billing for Services on the date Services would have been installed. Meet Point Networks shall use reasonable efforts to make the Services available by the requested service date. Meet Point Networks shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Meet Point Networks reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Meet Point Networks as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Meet Point Networks reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Meet Point Networks), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay a termination fee equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Meet Point Networks is delivering Services via wireless network facilities and there is signal interference with any such Service(s), Meet Point Networks may terminate this Agreement without liability if Meet Point Networks cannot resolve the interference by using commercially reasonable efforts.

**4. Payment** Customer shall pay for all monthly Service charges, plus one- time activation and set up, and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the



**Meet Point Networks, LLC**  
P.O. Box 339  
Bixby, OK 74008

Voice 918-633-6896 - Fax 918-512-4400 - Web [www.meetpointnetworks.com](http://www.meetpointnetworks.com)

due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. Customer acknowledges and agrees that if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Meet Point Networks, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described in Section 3, above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Meet Point Networks shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Meet Point Networks (the "Meet Point Networks Equipment"), or for certain Services, Customer, may purchase equipment from Meet Point Networks ("Customer Purchased Equipment"). Customer is responsible for damage to any facilities or equipment installed or provided by Meet Point Networks (the "Meet Point Networks Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Meet Point Networks network or Meet Point Networks Equipment and (b) complies with the AUP. Customer shall use the Meet Point Networks Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of the related equipment purchase agreement. Unless provided otherwise herein, Meet Point Networks shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards.

**Contract is subject to availability of facilities and construction charges.**

#### **6. Technical Support Included**

Initial onsite configuration of the router, pertaining to the test and turn up of the circuit / service.

Tier 1 - 24x7 phone support

Tier 2 - Onsite - troubleshooting, upgrade / configuration changes, when deemed appropriate by both parties.

Remote - Basic head-end firewall/router services.

24x7 Monitoring and electronic notification

24x7 Access to web-based utilization report

**7. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Meet Point Networks, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Meet Point Networks publishing such changes on the Meet Point Networks web site. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**8. LIMITATION OF LIABILITY** MEET POINT NETWORKS AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL MEET POINT NETWORKS OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. MEET POINT NETWORKS SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF MEET POINT NETWORKS. UNDER NO CIRCUMSTANCES WILL MEET POINT NETWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

**9. WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND MEET POINT NETWORKS DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET SPEEDS WILL VARY. MEET POINT NETWORKS MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**10. Public Performance.** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Meet Point Networks, shall be responsible for obtaining any public performing licenses at



## E-Rate Funding Year 2015



SPIN 143015254

FCC RN 001199307

MTM – INTERNET ACCESS

(Month to Month service -- no contract needed)

### Tishomingo ISD

#### Proposal Contingent upon E-Rate Funding

Internet Access Service	Monthly\$	Annual\$
150mb	\$1,477	\$17,718
200mb	\$1,559	\$18,708
300mb	\$1,724	\$20,688
400mb	\$1,889	\$22,668
500mb	\$2,054	\$24,648
1000mb	\$2,879	\$34,548

OneNet Internet service provides the connection from your location to our hub site. As part of our standard package OneNet Internet service customers receive: Quality of Service, MPLS, DNS, unlimited video conferencing and related technical support. *There is no reduction in cost if customer does not utilize any component of the standard package.*

#### Customer Provided Router

- 150mb – 1000mb will require router with 2 Gigabit Interfaces; one interface for internet connection and one for LAN

#### Options

- **OneNet Provided Router** (ERate Category One On-Premise Equipment)  
\$89 per month for Juniper SRX240 or SRX550 depending on circuit size. The router shall remain the property of OneNet, therefore OneNet reserves the right to use for other customers. Maintenance of router will be OneNet's responsibility. Customer's local network will not be dependent on the OneNet provided router. (Not Oklahoma Universal Service Fund eligible, customer will pay their percentage after ERate discount.)
- **Content Filtering** (Not ERate eligible service)  
School's with 500 students or less \$600 annually or Schools with more than 500 students \$1.30 per student (e.g. 1000 students x \$1.30 = \$1,300 annually)
- **Email** (no longer ERate eligible)  
Unlimited email users \$250 annually for Internet Access customers/ \$300 annually for Non-Internet Access customers.
- **Web Hosting** (no longer ERate eligible) \$50 annually for Internet Access customers/ \$100 annually for Non-Internet Access customers.
- **Multi Year Options**  
Initial one-year agreement with up to four (4) voluntary renewals subject to annual ratification by customer and OneNet. Services will continue on a month-to-month basis if mutual ratification is not agreed upon until services are cancelled

Proposed By:

A handwritten signature in black ink, appearing to read "Ami Layman".

Ami Layman  
Assistant Director of Administration  
OneNet  
PO Box 108800  
Oklahoma City, OK 73101-8800  
(888) 566-3638

Accepted By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**If you select OneNet as your provider, please sign and date this with your allowable contract date based on your 470 posting**



[www.rhinocommunications.net](http://www.rhinocommunications.net)

**Enterprise Sales**

Contact: Paul McGrath

[pmcgrath@corp.skybeam.com](mailto:pmcgrath@corp.skybeam.com)

Contact # (214)734-1000

**Account Name:**

**Contact Name:**

**Contact Number:**

**Contact email:**

**RHINO COMMUNICATIONS ENTERPRISE DI**

Item and Quantity	Install Fee
10Mbps x 10Mbps DIA	N/C
20Mbps x 20Mbps DIA	N/C
30Mbps x 30Mbps DIA	N/C
40Mbps x 40Mbps DIA	N/C
50Mbps x 50Mbps DIA	N/C
100Mbps x 100Mbps DIA	N/C
200Mbps - 1GiG DIA	N/C
<b>ENTERPRISE SERVICE DETAILS</b>	
Enterprise Service Comes with an SLA	FOR ALL PRICES ABC
Engineered for 99.999% or better uptime	T
24 hour monitoring of your system	
4 hour or less response time if the service goes down	
Dedicated Symmetrical Bandwidth	
Enterprise Customers do not pay install/equipment fees	
TOTAL MRC	

We also offer a Hosted PBX VOIP phone system that features Polycomm VVX 400 color

**Enterprise connections require a 36 month agreement. This Dedicated Internet Access, however we will beat any competitor services.**



**Tishomingo**

**VISION**

**MRC**

\$469.00
\$769.00
\$1,069.00
\$1,369.00
\$1,569.00
\$2,269.00
Custom

VE ADD \$500 to each shown price above.

This is to build out a new tower in the area.


screen phones.

**s is our standard pricing for  
atitors offer by 10% for like**



TISHOMINGO  
PUBLIC SCHOOL DISTRICT



## Tishomingo School Dist 20: 100M/250M/500M Internet Options, Firewall, 8IP's & Router.

### E-Rate Discount: %

E-rate (Internet Bandwidth)	3 YearTerm			3 YearTerm			3 YearTerm			Installation
	100M	250M	500M	100M	250M	500M	100M	250M	500M	
Windstream SPIN# 143030766										
Total Monthly Costs Pre E-Rate	\$2,000.00	\$3,000.00	\$5,083.00							
E-rate Discount	90% #	90%	90%							
<b>Total after E-rate and before OUSF funding</b>	<b>\$200.00</b>	<b>\$300.00</b>	<b>\$508.30</b>							
Total Approximate OUSF Funding With 3 Building Credits	(\$1,500.00)	(\$1,500.00)	(\$1,500.00)							
OUSF Ineligible items include: Router, firewall and 8 IP's										
Estimated total monthly amount of OUSF ineligible services (School's Estimated Monthly Responsibility)	\$15.00	\$27.00	\$53.00							

**Jakobe Young**

**Account Executive - Business Sales | Windstream**  
**E-rate/H-rate Spin Number 143030766**

1437 S. Boulder Ave Suite 130 | Tulsa, OK 74119

[jakobe.young@windstream.com](mailto:jakobe.young@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)

o: 918-382-7512 | m: 918-313-9249 | f: 918-382-8813

**John Sanders**

**Senior Account Executive | Windstream**  
**E-rate/H-rate Spin Number 143030766**

1437 S. Boulder Ave Suite #130 | Tulsa, OK 74119

[john.sanders@windstream.com](mailto:john.sanders@windstream.com) | [windstreambusiness.com](http://windstreambusiness.com)

o: 918-388-1510 | f: 918-382-8813 | c: 918-232-7717

# Federal Excise Tax Exemption Certificate

Customer Name: TISHOMINGO ISD 20

Address: 1300 E MAIN, TISHOMINGO, OK, 734600000

Description of Customer's Business: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

- ☐ News Service Organization {IRC Section 4253 (b)} Services must be exclusively Used in the collection and dissemination of news for the general public. Services used in any other way by a news service organization, such as in the Business office, sales and marketing, general administration, etc. are not exempt.
- ☐ American National Red Cross. {IRC Section 4253 (c)}
- ☐ International Organization. {IRC Sections 4253 (c) and 7701-(a) (18)}
- ☐ Common Carrier. {IRC Section 4253 (f)}
- ☐ Radio Broadcasting Station or Network
- ☐ Common Carrier transporting personal property.
- ☐ Common Carrier transporting passengers.
- ☐ Purchase of telecommunications services for resale as long distance.
- ☐ Non-Profit Hospital described in IRC Section 170 (b) (1) (A) (iii) and exempt from Federal income tax under IRC Section 501 (a). {IRC Section 4253 (h)}
- ☒ Non-Profit Educational Organization described in IRC Section 170(B) (1) (A) (iii) {IRC Section 4253 (j)}
- ☐ U.S. Government Department or Agency.

The undersigned customer certifies that it is an organization of the type checked above and as such is exempt from the Federal Excise Tax on the services provided under the account number referenced above. In the event it is later determined that the Customer does not qualify for the exemption noted heron, the Customer will promptly pay Windstream NuVox, Inc. and its affiliates the amount of the tax it should have collected from the Customer and will indemnify and hold harmless Windstream from any taxes, penalties and interest resulting from the reliance of Windstream if it for any reason no longer qualifies for the exemption noted heron.

Customer Name: TISHOMINGO ISD 20

Authorized Signature: \_\_\_\_\_

Title of Authorized Signer: \_\_\_\_\_

---

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.

**Oklahoma Corporation Commission  
Oklahoma Universal Service Fund Request  
for Public Schools**

TO: Windstream **DATE:** \_\_\_\_\_  
**Name of Telecommunications/Data Service Provider** **SPIN:** 143030766

*Pursuant to 17 O.S. § 139.109, each public school building wherein classrooms are contained shall, upon written request, receive one access line, free of charge, with the ability to connect to an Internet service provider at 1.5 Mbps, in the most economically efficient manner for the carrier, or an equivalent dollar credit to be applied by the public school toward similar service provided by the same carrier, for the purpose of accessing the Internet. "Public school" is defined as all free schools supported by public taxation, and shall include grades kindergarten through twelve.*

This is the written request of (insert name of school district) \_\_\_\_\_ for the one access line with the ability to connect to an Internet provider at 1.5 Mbps, or an equivalent dollar credit to be applied toward similar service provided by the same carrier.

**Contact School Name/Primary Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Person/Telephone No.**

**Email Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BEN Number of School or District (if applicable)** \_\_\_\_\_ **Total number of buildings in this request** \_\_\_\_\_

If you are already receiving OUSF and this is a change in **provider**; please list your previous provider and the date of **service termination**: \_\_\_\_\_

If you are **adding** access to your district (additional buildings, LAN/WAN), **list** all of your current service providers and please indicate the type of service they provide and locations of their services on your network diagram. \_\_\_\_\_

Request is to provide: (check) ☐ **Internet Access** ☐ LAN/WAN connectivity

Request: (check) ☐ 1.5 Mbps per building or ☐ Equivalent Credit

The **total Internet bandwidth** being requested for the school district (if applicable) is \_\_\_\_\_

School/District and Carrier, please provide the following **required** documents as attachments to complete this application:

- A. Form OUSF - Summary
- B. Special Universal Service Request Form (SUSF 2)
- C. Eligible Buildings Requested - Please complete and submit and duplicate as necessary for each building in this application.
- D. Please attach a district network diagram to this application. Each building in the district and buildings which are part of this request must be indicated on the diagram, along with each carrier providing data service to the district. Also indicate circuit numbers (if available) and bandwidth for Internet and LAN/WAN.
- E. Please attach a copy of the customer contract and invoices for the entire time period of the OUSF funding request.

- F. Submit a copy of the tariffed rate for 1.5 Mbps or its equivalent. If there is no tariffed rate for 1.5 Mbps, please provide a copy of the Individual Case Basis pricing or document that describes the rates being charged.
- G. Please provide disconnect notice given to previous provider of Internet and/or LAN/WAN services and confirmation received confirming disconnect of service.

The schools listed on this form currently have the appropriate computer equipment in order to be able to utilize the access line as soon as it is installed. \_\_\_\_\_ **Initial**

I understand that if the access line for internet connection is not requested for a particular school building at this time, the school district will not be prohibited from making such request in the future. I further understand that the access line with ability to connect to the Internet is for the exclusive use of each school and that under no circumstances shall the service be sold, repackaged or shared with any other entity. I understand that in the event that the school district chooses another provider, it is the school district's responsibility to advise the current provider of the discontinuation of service. OUSF funding cannot reimburse for redundant service to multiple service providers.

\_\_\_\_\_ **Initial**

I further understand that a 1.5 Mbps access line will be provided to each school building without cost to the school district, and that the telecommunications/data service provider may seek to recover the cost of providing this service from the Oklahoma Universal Service Fund, which is funded by fees assessed, by law, to all telecommunications carriers and that the carriers, by law, may pass the assessed fees on to their telephone customers within Oklahoma. \_\_\_\_\_ **Initial**

I hereby authorize the carrier to provide to the Oklahoma Corporation Commission our invoices, related contracts, and other supporting documentation for services eligible to be reimbursed from the Oklahoma Universal Service Fund. I understand the purpose of this release of records is to allow the Corporation Commission to review requests for OUSF support submitted by the carrier on behalf of our school and/or school district. \_\_\_\_\_ **Initial**

The undersigned certifies that he/she has the authority to make this request on behalf of the above-named school district.

\_\_\_\_\_  
**Signature of Superintendent**

\_\_\_\_\_  
**Printed Name of Superintendent**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**State of Oklahoma**

\_\_\_\_\_  
**County of**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Notary Public**

(Seal)

**My commission expires** \_\_\_\_\_



## Attachment C

### Eligible Building Request

Duplicate this page as necessary for each additional school building in this application.

**List the name and information for each qualified public school building for which the request is made.**

Building Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

Classes/Grade Levels: \_\_\_\_\_

Educational Internet Access Usage: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

Classes/Grade Levels: \_\_\_\_\_

Educational Internet Access Usage: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

Classes/Grade Levels: \_\_\_\_\_

Educational Internet Access Usage: \_\_\_\_\_



# Letter of Agency

Contact Name:	Sales Office: OOF
BTN: 5803719190	Dealer Name:
Company Name:	Sales Rep Name: John Sanders JR
Install Address:	Order Date:
Current Carrier:	
Additional BTNs:	

## Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorize Windstream NuVox, Inc. and its affiliates to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below (check all that are applicable):

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance
<input checked="" type="checkbox"/>	Internet

I represent that I am at least eighteen years of age. I also represent that I am the party identified in the account records of my local telephone company as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number. I also understand that by checking beside the services listed above that Company's preferred carrier for the selected services will be changed, but only for those numbers set forth below.

I understand that the monthly rate plan does not include taxes or applicable regulatory fees.

I choose Windstream to act as my agent in order to effectuate the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, joint user group(s), equipment vendor(s) and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. In addition, I authorize Windstream to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on my behalf. This agreement will remain in effect until revoked in writing by the Company.

Numbers:	N/A
----------	-----

I understand that I may consult Windstream Communications, Inc. as to whether a fee applies to change from the Company's current telecommunications carrier(s) to Windstream Communications, Inc.

Company Signature:	Date:
--------------------	-------

I understand that by signing above, Company's preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.



### USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream ("Windstream") and \_\_\_\_\_ ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") entered between Windstream and Customer ("Parties").

Because the Customer is a USAC applicant, the Agreement is amended as follows:

1) A new Section 23, Funding Decision, is added:

Windstream recognizes that Customer's ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for Windstream to proceed with construction prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, Windstream will not start construction until after Customer and Windstream receive a funding decision. Customer understands and agrees that if it chooses to have Windstream proceed with construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in Section 15 of the Agreement in the event it terminates this Agreement.

**Customer requests that Company proceed with construction prior to receipt of a funding decision. \_\_\_\_ YES or \_\_\_\_ NO**

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

Customer

By: \_\_\_\_\_

Name:

Title:

Date:

Windstream

By: John Sanders

Name: John Sanders

Title: Sr. Account Executive

Date:



This Service Level Agreement ("SLA") only applies to Windstream's Enterprise Data Products, as defined herein (the "Services"), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer's obligations.

## 1 Description of Services

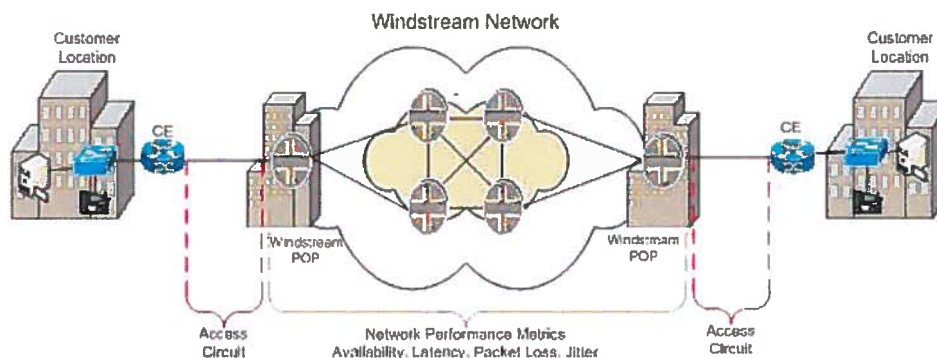
The Services covered under this SLA are Ethernet Internet ("EI"), Dedicated Internet ("DI"), and MPLS Networking Services. MPLS Networking Services ("MPLS Networking") are IP Virtual Private Network ("IP VPN"), Virtual LAN Services ("VLS"), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term "Services" as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

### 1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream's MPLS Networking provides connectivity through Windstream's network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service ("QOS") levels, as defined later, based on Customer's unique business requirements.

The performance of Windstream's network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as "Network Performance Metrics." All Network Performance Metrics will be measured across specific Points of Presence ("POP") on Windstream's Network (See figure 2-1). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.

**Figure 2-1**

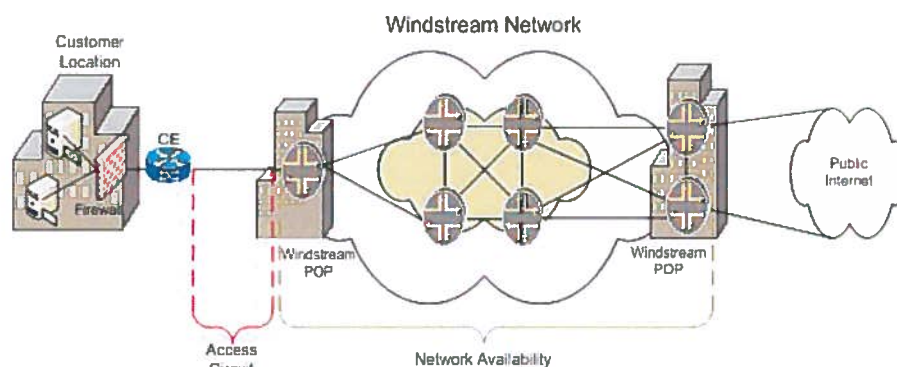


## 1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.

Figure 2-2



## 2 Definition

### 2.1 On-Net:

On-Net is defined as those Services which are provided by the applicable Windstream company and reside on Windstream's wholly owned facilities.

### 2.2 Off-Net:

Off-Net is defined as those services / circuits, which are provided by the applicable Windstream company and do not reside on Windstream's wholly owned facilities.

### 2.3 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream including, but not limited to, other providers' networks and interconnections to or from and connectivity with other Internet service providers' networks;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);





- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

#### 2.4 Windstream Point of Presence ("POP"):

Physical location of Windstream router at the edge of Windstream's network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

#### 2.5 Customer Edge ("CE"):

CE refers to the router at Customer's premises that is connected to the Windstream POP.

#### 2.6 Quality of Service ("QOS"):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer's site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

#### 2.7 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.





### 3 Service Levels

#### 3.1 Network Availability

For purposes of measuring Windstream's MPLS Networking, DI, and EI QOS under this SLA, the term "Network Availability" is defined as the percentage of time in one Calendar Month during which POPs on Windstream's wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

<b>On-Net MPLS Networking DIA / EIA</b>	<b>99.99%</b> ( $\leq$ 4.32 minutes of network unavailability per month)
---	---

##### 3.1.1 Services Credit for time when Network Availability is not provided ("Network Unavailability")

<b>Network Unavailability / Duration</b>	<b>Services Credit</b>
$\geq$ 4.32 minutes and $\leq$ 1hour	1/30th of the Monthly Recurring Charge
$>$ 1 hours and $\leq$ 2 hours	2/30th of the Monthly Recurring Charge
$>$ 2 hours and $\leq$ 3 hours	3/30th of the Monthly Recurring Charge
$>$ 3 hours and $\leq$ 4 hours	4/30th of the Monthly Recurring Charge
$>$ 4 hours and $\leq$ 5 hours	5/30th of the Monthly Recurring Charge
$>$ 5 hours and $\leq$ 6 hours	6/30th of the Monthly Recurring Charge
$>$ 6 hours and $\leq$ 7 hours	7/30th of the Monthly Recurring Charge
$>$ 7 hours and $\leq$ 8 hours	8/30th of the Monthly Recurring Charge
$>$ 8 hours and $\leq$ 9 hours	9/30th of the Monthly Recurring Charge
$>$ 9 hours and $\leq$ 10 hours	10/30th of the Monthly Recurring Charge
$>$ 10 hours and $\leq$ 11 hours	11/30th of the Monthly Recurring Charge
$>$ 11 hours and $\leq$ 12 hours	12/30th of the Monthly Recurring Charge
$>$ 12 hours and $\leq$ 13 hours	13/30th of the Monthly Recurring Charge
$>$ 13 hours and $\leq$ 14 hours	14/30th of the Monthly Recurring Charge
$>$ 14 hours	15/30th of the Monthly Recurring Charge

<b>Product</b>	<b>Target Commitment</b>
<b>On-Net MPLS Networking DIA / EIA</b>	<b>99.99%</b> ( $\leq$ 4.32 minutes of network unavailability per month)



### 3.2 Network Latency

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

The following outlines the Network Availability objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	<=40ms
Mission Critical Data	<=45ms
Business Critical Data	<=48ms
Standard Data	N/A

#### 3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency,=(Credit as a fraction of the MRC for the Affected Services)
Real Time	<=40ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Real Time QoS during any Calendar Month.
Mission Critical Data	<=45ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	<=48ms	1/30 MRC if Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

### 3.3 Network Packet Loss

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	<=.10%
Mission Critical Data	<=.30%
Business Critical Data	<=.50%
Standard Data	N/A



### 3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	<=.10%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical Data	<=.30%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	<=.50%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

### 3.4 Network Jitter

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	<=2.5%
Mission Critical Data	<=3.5%
Business Critical Data	N/A
Standard Data	N/A

#### 3.4.1 Services Credit for Network Jitter

Target	Network Jitter =(Credit as a fraction of the MRC for the Affected Services)
<=3 ms	1/30 MRC if Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.

## 4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.



#### 4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

### 5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

#### 5.1 Scheduled Network Maintenance

The term 'Scheduled Network Maintenance' refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

#### 5.2 Emergency Network Maintenance

The term 'Emergency Network Maintenance' refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

### 6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to 50% of the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: \_\_\_\_\_

Windstream: \_\_\_\_\_

*John Sanders*



## WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services ("Services") by Windstream<sup>1</sup> ("Windstream") to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer's proposal/sales order, and any service specific schedules form the agreement ("Agreement"). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

**1. Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms**, (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream's then current monthly rates.

**2. Charges for Services; Billing and Payment.** Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid by the due date reflected on the invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); (iii) the date the Company notifies a Customer that Service is available for use by Customer; (iv) the date that Service would have been available for use by Customer if Customer had fulfilled its performance obligations required to provision the Service; or (v) the date that installation of MPLS services is complete at the second site in an MPLS network; however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. If installation of off-net Services is delayed due to action or inaction by Customer, then Customer shall be responsible for all associated third-party provider charges. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

**3. Service Outage Credits.** For Windstream's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment or orders data center services from Windstream, such equipment and services shall not be considered "Services" for purposes of service credits under this Agreement.

**4. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Windstream may refuse to discuss issues through Customer's external representative.

**5. Partial Payments; Late Payments.** Windstream may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Windstream has to either collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer's unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.

**6. Credits and Deposits.** Customer authorizes Windstream to ask credit-reporting agencies for Customer's credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.

**7. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream's network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer's address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days' advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 15 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer's move, in addition to a change in MRCs.

<sup>1</sup> Windstream is defined for purposes of this Agreement to mean Windstream Communications, LLC or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer's bill.



**8. Windstream-Provided and Owned Equipment.** Any equipment installed by Windstream on Customer's premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Windstream. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Windstream and ensuring such equipment is compatible with Windstream's network. All terminal equipment must be registered with the Federal Communications Commission ("FCC") under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations.

**9. Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.

**10. Third Party Software .** As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.

**11. Google. IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH WINDSTREAM, CUSTOMER WILL BE REQUIRED TO COMPLETE A CLICK-THROUGH AGREEMENT FOR THE GOOGLE LICENSE POSTED AT <http://www.windstream.com/legal/Google Apps Premier Edition License.pdf> PRIOR TO USING THE RELEVANT SERVICES.** Windstream may cancel Google Services at any time on thirty (30) days' notice and, at Windstream's option, may either terminate such Google Services altogether or move Customer to a similar platform. In the event that Windstream or Customer terminates the Google Services or downgrades or cancels Google Services, Customer is solely responsible for downloading all of its information to its computer within thirty (30) days.

**12. Government Funding** Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.

**13. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE WEB-POSTED PRICE LISTS OR TERMS AND CONDITIONS (EITHER "PRICE LISTS") POSTED AT <http://windstream.com/documents/detariffedservices.pdf>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; AND (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT.** This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Google License shall control for Google Services, followed by the Tariffs and Price Lists or Value-Added Services click-through agreements for applicable Services, this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.

**14. Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days

after written notice; Customer must submit a disconnection request to [businessdisconnects@windstream.com](mailto:businessdisconnects@windstream.com). Notwithstanding, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt, suspend or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services, or has failed to pay a deposit or advance payment requested by Windstream; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers, Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or via Customer's equipment or while the Services are under Customer's control, or there otherwise occurs an event for which Windstream reasonably believes that the suspension or termination of Services is necessary to protect Windstream or Windstream's other customers from an imminent and significant operational, financial or security risk, in which case Windstream will provide advance notice if practicable; or (c) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (d) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (e) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider; or (f) Customer fails to comply with any applicable regulations or statutes and does not cure such failure to comply within ten (10) days of receiving notice from Windstream; or (g) if Customer impersonates another person, uses obscene or profane language or is abusive or harassing when communicating with Windstream representatives, and fails to stop the behavior after receiving a written or verbal warning from Windstream. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high or to a toll-free number, or when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), and whether or not such use of the Services is due to Customer or a third party accessing Customer's Services or Equipment fraudulently, Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. Prior to installation of Services, Windstream may attempt to verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability.

#### 15. Effect of Termination.

a. Pre-Installation - If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 15(a) is in lieu of the charges set forth in 15(b) below for post-installation cancellations.

b. Post-Installation - CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal does not include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

**16. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.**

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS



OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, THEFT, OR THE RESULT OF FRAUD OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.

B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

**17. Indemnity.** EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

**18. Force Majeure.** Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure of power, equipment, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; and (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control.

**19. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

**20. Emergency. Critical Lines.** CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

**21. Miscellaneous.** (a) Notices and Electronic Communications Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, [Windstreambusinesscustomersupport@windstream.com](mailto:Windstreambusinesscustomersupport@windstream.com) or at such other address provided to the other party. Please note, all Customer disconnection requests must be sent to [businessdisconnects@windstream.com](mailto:businessdisconnects@windstream.com). CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES; (b) Applicable Law This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue;

(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (d) Statute of Limitations No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 16 through 21 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party; (l) Use of Products in U.S.: Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

## **22. Service Specific Provisions:**

### ***For Dynamic IP Services Only:***

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services a result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

### ***For Managed CPE Firewall Services Only:***

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.



**Exhibit 11: 471 Application**

**Applicant:** TISHOMINGO INDEP SCH DIST 20  
**Billed Entity Number:** 139868  
**Date Submitted:** Mar 23, 2015

**Application Number:** 1024090  
**Nickname:** Tishomingo Y18  
**Date Certified:** Mar 23, 2015

[Original Form Data](#) ✓[Current Form Data](#)

Current form data is not available until a funding commitment decision has been made and an FCDL has been sent to the applicant.

[Basic Information](#)[+ Expand All](#)[- Collapse All](#)[^ Scroll to Top](#)[Billed Entity](#)

**Name of Billed Entity:** TISHOMINGO INDEP SCH DIST 20  
**Billed Entity Number:** 139868  
**FCC Registration Number:** 0011904315  
**Address 1:** 1300 East Main  
**City:** TISHOMINGO **State:** OK **Zip Code:** 73460  
**Telephone Number:** (580) 371-9190 **Ext:** None Provided  
**Fax Number:** (580) 371-3765

[Application Type and Recipients of Service](#)

**Type of Application:** District  
**Recipients of Services:** Public

[Contact Information](#)

**Consultant Registration Number:** 16024800  
**Consultant Name:** Chris Webber  
**Is a consultant acting as the contact person for this application?** no  
**Contact Person's Name:** Karla Hall or Chris Webber  
**Contact Person's Email Address:** info@crwconsulting.com  
**Is the contact person's address the same as that of the Billed Entity?** no  
**Contact Person's Address:** PO Box 701713  
**City:** Tulsa **State:** OK **Zip Code:** 74170  
**Contact Person's Telephone Number:** (918) 445-0048 **Ext:** None Provided  
**Contact Person's Fax Number:** (918) 445-0049  
**Correspondence Address:** Consultant Address  
**Name of person to receive correspondence:** Karla Hall or Chris Webber  
**Holiday / Summer Contact Information:**

[Discount Calculation](#)[+ Expand All](#)[- Collapse All](#)[^ Scroll to Top](#)

**Funding Request Category:** Category 1

[TISHOMINGO INDEP SCH DIST 20 - 139868](#)[Entities](#)

Billed Entity Number	Entity Name	NCES Code	Urban or Rural	NIF	State LEA ID	State School ID	# of Students Full or Part-Time	Student Count Based on Est. ?	Alt. Disc.	Attributes
83985	TISHOMINGO HIGH SCHOOL	403006 001573	R	no	35I020	705.0	271			
83986	TISHOMINGO MEMORIAL ELEM SCH	403006 001574	R	no	35I020	105	412			
83987	TISHOMINGO MIDDLE SCHOOL	403006 00154	R	no	35I020	505	266			
16061886	CAFETERIA		R	yes	35I020	105	0			
16061887	FIRST GRADE BUILDING		R	yes	35I020	105	0			
16061888	EARLY CHILDHOOD CENTER		R	yes	35I020	105	0			
	FIFTH GRADE									

16061889	BUILDING	R	yes	35I020	505	0
16061890	ALTERNATIVE ACADEMY	R	yes	35I020	705	0
16061891	MIDDLE SCHOOL GYM	R	yes	35I020	505.0	0
16061892	HIGH SCHOOL GYM	R	yes	35I020	705	0
16061893	DISTRICT ADMIN BUILDING	R	yes	35I020		0

Entities

Optional Worksheet

Entity #	Entity Name	Number of Students Attending This School as Their Home School	If Using CEP, Percentage of Direct Certification Students	Total Number of Students in School Eligible for NSLP
83985	TISHOMINGO HIGH SCHOOL	271		137
83986	TISHOMINGO MEMORIAL ELEM SCH	412		299
83987	TISHOMINGO MIDDLE SCHOOL	266		174
16061886	CAFETERIA	0		0
16061887	FIRST GRADE BUILDING	0		0
16061888	EARLY CHILDHOOD CENTER	0		0
16061889	FIFTH GRADE BUILDING	0		0
16061890	ALTERNATIVE ACADEMY	0		0
16061891	MIDDLE SCHOOL GYM	0		0
16061892	HIGH SCHOOL GYM	0		0
16061893	DISTRICT ADMIN BUILDING	0		0

Optional Worksheet

### Discount Rate Calculation

Total Number of Students Enrolled in District	Total Number of Students in District Eligible for NSLP	Percentage of Students in District Eligible for NSLP	Category 1 Discount Rate
949	610	64.28%	80%

⊖ TISHOMINGO INDEP SCH DIST 20 - 139868

⊖ Connectivity Questions

Does the school district (or school, if not part of a district) have Internet access of

- ☒ less than 100 Mbps per 1,000 users (students and staff) true
- ☐ at least 100 Mbps per 1,000 users but less than 1Gbps per 1,000 users
- ☐ at least 1 Gbps per 1,000 users

How many of the schools in the school district have Wide Area Networking connections that are scalable to 10 Gbps? 0

How many schools in your school district have LAN/WLAN capacity and coverage

- completely sufficient to support the educational or library activities conducted here? 0
- mostly sufficient to support the educational or library activities conducted here? 3
- sometimes sufficient to support the educational or library activities conducted here? 0
- rarely sufficient to support the educational or library activities conducted here? 0
- not sufficient to support the educational or library activities conducted here? 0

For those schools and libraries that do not have sufficient LAN/WLAN capacity and coverage to support the educational objectives or library activities conducted at that location, is the reason (check all that apply):

- ☒ Equipment too costly
- ☐ Installation too costly
- ☐ Broadband connection speed to building is too slow
- ☐ Inadequate local area network (LAN) services/internal networks and wiring
- ☐ Outdated equipment
- ☐ Lack of training and technical support
- ☐ Inconsistent service/frequent outages and down time
- ☐ Physical structure or layout of building(s)
- ☐ Other: If so, please provide it here

⊖ Funding Requests

⊕ Expand All

⊖ Collapse All

⬆ Scroll to Top

⊖ WAN - 2779836

⊖ Key Information

**Duplicate Funding Request Number:**

**Service Type:** TELCOMM SERVICES

**Form470 Number:** 252120001148954

**Exempt470 Reason:**

**SPIN (Service Provider Identification Number):**  
143005575

**SPIN Name:** Cox Oklahoma Telcom, LLC

**Billing Account Number:**

**Purchase Type:** CONTRACT

**Contract Number:**

**What is the date you awarded your contract?** 12/19/2013

**What is the date your contract expires?** 06/30/2017

**When will the services start?** 07/01/2015

**When will the services end?**

**Does your contract have any voluntary extensions?** no

**How many extensions are left on the contract?**

**What is the total remaining length of the contract if you exercised all extensions (in months)?**

**Is this Funding Request covered under a master contract?** no

**Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?** yes

**Previous FRN Number:** 2575641

**Narrative:**

WAN 5 x 100 Mb

**Is there a statute, rule, or other restriction which prohibits publication of the pricing information?** no

**Type of restriction:**

Restriction Citation:

Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Burst Bandwidth?	Last Mile?	Firewall?	Monthly Cost Eligible	One Time Cost Eligible	Extended Cost
					Download Speed	Burst Speed		WAN?	Ineligible	Ineligible	
1	Digital Transmission Service	Lit Fiber Service	Transport	5	100Mbps		no	no	\$6,742.58	\$0.00	\$80,910
					100Mbps			yes	\$0.00	\$0.00	

Entity #	Entity Name
83985	TISHOMINGO HIGH SCHOOL
83986	TISHOMINGO MEMORIAL ELEM SCH
83987	TISHOMINGO MIDDLE SCHOOL
16061886	CAFETERIA
16061887	FIRST GRADE BUILDING
16061888	EARLY CHILDHOOD CENTER
16061889	FIFTH GRADE BUILDING
16061890	ALTERNATIVE ACADEMY
16061891	MIDDLE SCHOOL GYM
16061892	HIGH SCHOOL GYM
16061893	DISTRICT ADMIN BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$64,728.77

Monthly Charges

Total Charges:	\$6,742.58 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$6,742.58
Total number of months of service:	x 12
Total annual recurring charges:	\$80,910.96

Total One-time Charges

Total Charges:	\$0.00
Ineligible charges:	- \$0.00
Eligible annual pre-discount amount:	\$0.00



## Total Requested Amount

Total eligible charges:	\$80,910.96
Discount Rate:	x 80%
Funding Commitment Request:	\$64,728.77

WAN - 2779836

Long Distance - 2779861

## Key Information

<b>Duplicate Funding Request Number:</b>	<b>Does your contract have any voluntary extensions?</b> no
<b>Service Type:</b> VOICE SERVICES	<b>How many extensions are left on the contract?</b>
<b>Form470 Number:</b> 661930001242562	<b>What is the total remaining length of the contract if you exercised all extensions (in months)?</b>
<b>Exempt470 Reason:</b>	<b>Is this Funding Request covered under a master contract?</b> no
<b>SPIN (Service Provider Identification Number):</b> 143008823	<b>Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?</b> no
<b>SPIN Name:</b> SBC Long Distance, LLC.	<b>Previous FRN Number:</b>
<b>Billing Account Number:</b>	<b>Narrative:</b> Long Distance
<b>Purchase Type:</b> CONTRACT	<b>Is there a statute, rule, or other restriction which prohibits publication of the pricing information?</b> no
<b>Contract Number:</b>	<b>Type of restriction:</b>
<b>What is the date you awarded your contract?</b> 12/09/2014	<b>Restriction Citation:</b>
<b>What is the date your contract expires?</b> 06/30/2018	
<b>When will the services start?</b> 07/01/2015	
<b>When will the services end?</b>	

## Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Burst Bandwidth?	Last Mile?	Firewall?	Monthly Cost Eligible	One Time Cost Eligible	Extended Cost
					Download Speed	Burst Speed		WAN?	Ineligible	Ineligible	
1	Voice Service	Long Distance Phone Service Only	Voice	25			no	no	\$84.66	\$0.00	\$1,015.92
								no	\$0.00	\$0.00	

Entity #	Entity Name
83985	TISHOMINGO HIGH SCHOOL
83986	TISHOMINGO MEMORIAL ELEM SCH
83987	TISHOMINGO MIDDLE SCHOOL
16061886	CAFETERIA
16061887	FIRST GRADE BUILDING
16061888	EARLY CHILDHOOD CENTER
16061889	FIFTH GRADE BUILDING
16061890	ALTERNATIVE ACADEMY

16061891	MIDDLE SCHOOL GYM
16061892	HIGH SCHOOL GYM
16061893	DISTRICT ADMIN BUILDING

[Item 21 Details](#)[Funding Request Summary](#)

Total Post Discount Request: \$609.55

## Monthly Charges

<b>Total Charges:</b>	\$84.66 (monthly)
<b>Ineligible charges:</b>	- \$0.00 (monthly)
<b>Eligible monthly pre-discount amount:</b>	\$84.66
<b>Total number of months of service:</b>	x 12
<b>Total annual recurring charges:</b>	<b>\$1,015.92</b>

## Total One-time Charges

<b>Total Charges:</b>	\$0.00
<b>Ineligible charges:</b>	- \$0.00
<b>Eligible annual pre-discount amount:</b>	<b>\$0.00</b>

## Total Requested Amount

<b>Total eligible charges:</b>	\$1,015.92
<b>Discount Rate:</b>	x 60%
<b>Funding Commitment Request:</b>	<b>\$609.55</b>

[Long Distance - 2779861](#)[Internet - 2779824](#)[Key Information](#)**Duplicate Funding Request Number:****Service Type:** INTERNET ACCESS**Form470 Number:** 331750001293864**Exempt470 Reason:****SPIN (Service Provider Identification Number):**  
143035519**SPIN Name:** Meet Point Networks LLC**Billing Account Number:****Purchase Type:** CONTRACT**Contract Number:****What is the date you awarded your contract?** 03/10/2015**Does your contract have any voluntary extensions?** no**How many extensions are left on the contract?****What is the total remaining length of the contract if you exercised all extensions (in months)?****Is this Funding Request covered under a master contract?** no**Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?**  
no**Previous FRN Number:****Narrative:**

What is the date your contract expires? 06/30/2020

IA 100 Mb

When will the services start? 07/01/2015

Is there a statute, rule, or other restriction which prohibits publication of the pricing information? no

When will the services end?

Type of restriction:

Restriction Citation:

## Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Download Speed	Burst Bandwidth? Burst Speed	Last Mile?	Firewall? WAN?	Monthly Cost Eligible Ineligible	One Time Cost Eligible Ineligible	Extended Cost
1	Digital Transmission Service	OC-N	Internet	1	100Mbps	100Mbps		no	no	\$3,200.00	\$0.00	\$38,400.00
									no	\$0.00	\$0.00	

Entity #	Entity Name
83986	TISHOMINGO MEMORIAL ELEM SCH
83987	TISHOMINGO MIDDLE SCHOOL
16061886	CAFETERIA
83985	TISHOMINGO HIGH SCHOOL
16061887	FIRST GRADE BUILDING
16061888	EARLY CHILDHOOD CENTER
16061889	FIFTH GRADE BUILDING
16061890	ALTERNATIVE ACADEMY
16061891	MIDDLE SCHOOL GYM
16061892	HIGH SCHOOL GYM
16061893	DISTRICT ADMIN BUILDING

## Item 21 Details

## Funding Request Summary

Total Post Discount Request: \$30,720.00

## Monthly Charges

Total Charges:	\$3,200.00 (monthly)
Ineligible charges:	- \$0.00 (monthly)
Eligible monthly pre-discount amount:	\$3,200.00
Total number of months of service:	x 12
Total annual recurring charges:	\$38,400.00

## Total One-time Charges

Total Charges:	\$0.00
Ineligible charges:	- \$0.00

Eligible annual pre-discount amount: \$0.00

## Total Requested Amount

Total eligible charges:	\$38,400.00
Discount Rate:	x 80%
Funding Commitment Request:	\$30,720.00

Internet - 2779824

Local Phone - 2779849

### Key Information

**Duplicate Funding Request Number:**

**Service Type:** VOICE SERVICES

**Form470 Number:** 866100000876476

**Exempt470 Reason:**

**SPIN (Service Provider Identification Number):**  
143004662

**SPIN Name:** Southwestern Bell Telephone Company

**Billing Account Number:**

**Purchase Type:** CONTRACT

**Contract Number:**

**What is the date you awarded your contract?** 02/07/2011

**What is the date your contract expires?** 06/30/2016

**When will the services start?** 07/01/2015

**When will the services end?**

**Does your contract have any voluntary extensions?** no

**How many extensions are left on the contract?**

**What is the total remaining length of the contract if you exercised all extensions (in months)?**

**Is this Funding Request covered under a master contract?** no

**Is this Funding Request a continuation of an FRN from a previous funding year based on a multi-year contract?**  
yes

**Previous FRN Number:** 2575642

**Narrative:**

Local Phone

**Is there a statute, rule, or other restriction which prohibits publication of the pricing information?** no

**Type of restriction:**

**Restriction Citation:**

### Item 21 Details

FRN Line Item Number	Service Type	Product Type	Purpose	Lines	Upload Speed	Burst Bandwidth?	Last Mile?	Firewall? WAN?	Monthly Cost Eligible	One Time Cost Eligible	Extended Cost
					Download Speed	Burst Speed			Ineligible	Ineligible	
1	Voice Service	Local Phone Service Only	Voice	25			no	no	\$453.32	\$0.00	\$5,439.84
								no	\$0.00	\$0.00	

Entity #	Entity Name
83985	TISHOMINGO HIGH SCHOOL
83986	TISHOMINGO MEMORIAL ELEM SCH
83987	TISHOMINGO MIDDLE SCHOOL
16061886	CAFETERIA
16061887	FIRST GRADE BUILDING
16061888	EARLY CHILDHOOD CENTER
16061889	FIFTH GRADE BUILDING

16061890	ALTERNATIVE ACADEMY
16061891	MIDDLE SCHOOL GYM
16061892	HIGH SCHOOL GYM
16061893	DISTRICT ADMIN BUILDING

Item 21 Details

Funding Request Summary

Total Post Discount Request: \$3,263.90

## Monthly Charges

<b>Total Charges:</b>	\$453.32 (monthly)
<b>Ineligible charges:</b>	- \$0.00 (monthly)
<b>Eligible monthly pre-discount amount:</b>	\$453.32
<b>Total number of months of service:</b>	x 12
<b>Total annual recurring charges:</b>	<b>\$5,439.84</b>

## Total One-time Charges

<b>Total Charges:</b>	\$0.00
<b>Ineligible charges:</b>	- \$0.00
<b>Eligible annual pre-discount amount:</b>	<b>\$0.00</b>

## Total Requested Amount

<b>Total eligible charges:</b>	\$5,439.84
<b>Discount Rate:</b>	x 60%
<b>Funding Commitment Request:</b>	<b>\$3,263.90</b>

Local Phone - 2779849

Certifications & Signatures

Expand All

Collapse All

Scroll to Top

I certify that the entities listed in Block 4 of this application are eligible for support because they are:

✓ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or

✓ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to



pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

A	Total funding year pre-discount amount on this FCC Form 471	\$125,766.72
B	Total funding commitment request amount on this FCC Form 471	\$99,322.22
C	Total applicant non-discount share	\$26,444.50
D	Total budgeted amount allocated to resources not eligible for E-rate support	\$128,900.00
E	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resource necessary to make effective use of the discounts	\$155,344.50

☐ Check this box if you are receiving any of the funds in Item E directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item E.

✓ I certify that an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

✓ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

✓ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

✓ I certify that I and the entity(ies) I represent have complied with all program rules, including recordkeeping requirements, and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

✓ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

✓ I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

✓ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

✓ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this

application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

✓ I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

✓ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this FCC Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

### Authorized Person

**Name of authorized person:** Chris Webber

**Title or position of authorized person:** Consultant

**Street address, P.O. Box or Route Number of authorized person (1):** PO Box 701713

**Street address, P.O. Box or Route Number of authorized person (2):**

**City of authorized person:** Tulsa

**State:** OK

**Zip code of authorized person:** 74170

**Telephone number:** (918) 445-0048

**Ext.:**

**Fax number of authorized person:** (918) 445-0049

**Email address of authorized person:** info@crwconsulting.com

**Name of authorized person's employer:** CRW Consulting

Back

**Exhibit 12:** Funding Commitment Decision Letter



**FUNDING COMMITMENT DECISION LETTER**  
(Funding Year 2015: 07/01/2015 - 06/30/2016)

May 26, 2016

Karla Hall or Chris Webber  
TISHOMINGO INDEP SCH DIST 20  
CRW Consulting  
PO Box 701713  
Tulsa, OK 74170

Re: **FCC Form 471 Application Number: 1024090**  
**Billed Entity Number (BEN): 139868**  
**Billed Entity FCC Registration Number (FCC RN): 0011904315**  
**Nickname: Tishomingo Y18**

Thank you for your Funding Year 2015 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the FCC Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$68,602.22 is "Approved."
- The amount, \$30,720.00 is "Denied."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation and Children's Internet Protection Act and Technology Plan Certification Form. A guide that provides a definition for each line of the Report is available in the Guide to USAC Letter Reports in the Reference Area of our website.

**NEXT STEPS**

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full.
- Review Children's Internet Protection Act (CIPA) requirements.
- File FCC Form 486.
- Invoice USAC using the FCC Form 474, Service Provider Invoice (SPI) Form, or FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, as products and services are being delivered and billed.

**TO APPEAL THIS DECISION:**

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the USAC decision letter (e.g., FCDL) and the decision you are appealing:
  - Appellant name,
  - Applicant name and service provider name, if different from appellant,
  - Applicant BEN and Service Provider Identification Number (SPIN),
  - FCC Form 471 Application Number 1024090 and the Funding Request Number (FRN) or Numbers as assigned by USAC,
  - "Funding Commitment Decision Letter for Funding Year 2015," AND

- The exact text or the decision that you are appealing.
- 3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
- 4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
- 5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org) or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Division - Correspondence Unit  
30 Lanidex Plaza West  
PO Box 685  
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, please see "Appeals" in the Schools and Libraries section of the USAC website.

#### OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to Disposal or Trade-in of Equipment posted in the Reference Area of our website for more information.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Schools and Libraries Division  
Universal Service Administrative Company



FUNDING COMMITMENT REPORT  
Billed Entity Name: TISHOMINGO INDEP SCH DIST 20  
BEN: 139868  
Funding Year: 2015

Comment on RAL corrections:  
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1024090  
Funding Request Number: 2779824  
Funding Status: Not Funded  
Service Type: Internet Access  
FCC Form 470 Application Number: 331750001293864  
SPIN: 143035519  
Service Provider Name: Meet Point Networks LLC  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2015  
Service End Date: N/A  
Contract Award Date: 03/10/2015  
Contract Expiration Date: 06/30/2020  
Shared Worksheet Number:  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$38,400.00  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$38,400.00  
Discount Percentage Approved by the USAC: 80%  
Funding Commitment Decision: \$0.00 - Bidding Violation  
Funding Commitment Decision Explanation: Based on documentation provided during a Special Compliance Review, FRN 2779824 is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You selected a bid from Meetpoint for an amount of \$3,200/month. The bid chosen is over two to three times more costly than a competing bid offering. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor.

FCDL Date: 05/26/2016  
Wave Number: 051  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017  
Consultant Name: Chris Webber  
Consultant Registration Number (CRN): 16024800  
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT  
Billed Entity Name: TISHOMINGO INDEP SCH DIST 20  
BEN: 139868  
Funding Year: 2015

Comment on RAL corrections:  
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1024090  
Funding Request Number: 2779836  
Funding Status: Funded  
Service Type: Telecommunications Service  
FCC Form 470 Application Number: 252120001148954  
SPIN: 143005575  
Service Provider Name: Cox Oklahoma Telcom, LLC  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2015  
Service End Date: N/A  
Contract Award Date: 12/19/2013  
Contract Expiration Date: 06/30/2017  
Shared Worksheet Number:  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$80,910.96  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$80,910.96  
Discount Percentage Approved by the USAC: 80%  
Funding Commitment Decision: \$64,728.77 - FRN approved as submitted

FCDL Date: 05/26/2016  
Wave Number: 051  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017  
Consultant Name: Chris Webber  
Consultant Registration Number (CRN): 16024800  
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT  
Billed Entity Name: TISHOMINGO INDEP SCH DIST 20  
BEN: 139868  
Funding Year: 2015



Comment on RAL corrections:  
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1024090  
Funding Request Number: 2779849  
Funding Status: Funded  
Service Type: Voice Services  
FCC Form 470 Application Number: 866100000876476  
SPIN: 143004662  
Service Provider Name: Southwestern Bell Telephone Company  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2015  
Service End Date: N/A  
Contract Award Date: 02/07/2011  
Contract Expiration Date: 06/30/2016  
Shared Worksheet Number:  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$5,439.84  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$5,439.84  
Discount Percentage Approved by the USAC: 60%  
Funding Commitment Decision: \$3,263.90 - FRN approved as submitted

FCDL Date: 05/26/2016  
Wave Number: 051  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017  
Consultant Name: Chris Webber  
Consultant Registration Number (CRN): 16024800  
Consultant Employer: CRW Consulting

FUNDING COMMITMENT REPORT  
Billed Entity Name: TISHOMINGO INDEP SCH DIST 20  
BEN: 139868  
Funding Year: 2015

Comment on RAL corrections:  
The applicant did not submit any RAL corrections.

FCC Form 471 Application Number: 1024090  
Funding Request Number: 2779861  
Funding Status: Funded  
Service Type: Voice Services  
FCC Form 470 Application Number: 661930001242562  
SPIN: 143008823  
Service Provider Name: SBC Long Distance, LLC.  
Contract Number:  
Billing Account Number: N/A  
Service Start Date: 07/01/2015  
Service End Date: N/A  
Contract Award Date: 12/09/2014  
Contract Expiration Date: 06/30/2018  
Shared Worksheet Number:  
Number of Months Recurring Service Provided in Funding Year: 12  
Annual Pre-discount Amount for Eligible Recurring Charges: \$1,015.92  
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00  
Pre-discount Amount: \$1,015.92  
Discount Percentage Approved by the USAC: 60%  
Funding Commitment Decision: \$609.55 - FRN approved as submitted

FCDL Date: 05/26/2016  
Wave Number: 051  
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2017  
Consultant Name: Chris Webber  
Consultant Registration Number (CRN): 16024800  
Consultant Employer: CRW Consulting

**Exhibit 13:** Administrator Decision Letter's





Universal Service Administrative Company  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2013-2014**

August 05, 2016

Chris Webber  
Tishomingo Ind Sch Dist 20  
CRW Consulting, LLC  
PO Box 701713  
Tulsa, OK 74170-1713

Re: Applicant Name: TISHOMINGO INDEP SCH DIST 20  
Billed Entity Number: 139868  
Form 471 Application Number: 889992  
Funding Request Number(s): 2419788  
Your Correspondence Dated: July 15, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2013 Notification of Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2419788  
Decision on Appeal: **Denied**  
Explanation:

- During the appeal review of your FCC Form 471# 889992 you requested reversal of the COMAD decision to seek recovery of improperly disbursed funds. It has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FRN 2419788 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids from

prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances. You posted requests for minimum 30 MBPS, will consider additional bandwidths on FCC Form 470#150700001048534 and the associated RFP. You received a bid from Meetpoint offering these specific services at an amount of \$6,025 per month for managed 30 MBPS, a bid from Chicasaw offering these specific services at an amount of \$2,000 monthly/ \$1,000 one-time charge for 30 MPBS and a bid from One Net offering these specific services at an amount of \$2,535/\$1,600 one-time charge for 30 MBPS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$6,025 monthly. The bid chosen is over two - three times more costly than the bid offering from OneNet and Chicasaw. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. In your appeal, you did not demonstrate that USAC's determination was incorrect. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds. Consequently, your appeal is denied.

- FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being the most cost-effective means of meeting educational needs and the technology plan goals. *See* 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(vii), 54.504(a)(1)(xi). *See* also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Rcd 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. *See* 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. *See* Ysleta Order para. 54.

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you

are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



Universal Service Administrative Company  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2014-2015**

August 05, 2016

Chris Webber  
Tishomingo Ind Sch Dist 20  
CRW Consulting, LLC  
PO Box 701713  
Tulsa, OK 74170-1713

Re: Applicant Name: TISHOMINGO INDEP SCH DIST 20  
Billed Entity Number: 139868  
Form 471 Application Number: 946040  
Funding Request Number(s): 2575639  
Your Correspondence Dated: July 15, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2014 Notification of Commitment Adjustment Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2575639  
Decision on Appeal: **Denied**  
Explanation:

- During the appeal review of your FCC Form 471# 946040 you requested reversal of the COMAD decision to seek recovery of improperly disbursed funds. It has been determined that this funding commitment must be rescinded in full. Based on the documentation you provided during the Special Compliance Review, FY 2014 FRN 2575639 will be denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The FCC further codified in the Ysleta Order that in evaluating bids

from prospective service providers, applicants must select the most cost-effective offering from the bids received. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You posted requests for minimum 30 MBPS, considering upgrading to 100 MBPS on FCC Form 470#252120001148954 and the associated RFP. You received a bid from Chickasaw offering these specific services at an amount of \$2,750 for 100 MBPS and a bid from Meetpoint offering these specific services at an amount of \$5,617.50 monthly for 100 MPBS. All bids are for the specific services requested on the Form 470. You selected a bid from Meetpoint for an amount of \$5,617.50 month. The bid chosen is over three times more costly than the bid offering from Chickasaw. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. In your appeal, you did not demonstrate that USAC's determination was incorrect. Consequently, your appeal is denied.

- FCC rules state that, in selecting a service provider, the applicant must carefully consider all bids submitted and must select the most cost-effective service or equipment offering, with price being the primary factor, which will result in being the most cost-effective means of meeting educational needs and the technology plan goals. *See* 47 C.F.R. secs. 54.511(a), 54.503(c)(2)(vii), 54.504(a)(1)(xi). *See* also Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District, El Paso, Texas, et al., Federal-State Joint Board of Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., SLD Nos. 321479, et al., CC Docket Nos. 96-45 and 97-21, Order, 18 FCC Rcd 26407, FCC 03-313 paras. 47-55 (Dec. 8, 2003). Service providers shall not charge the entities a price above the lowest corresponding price. *See* 47 C.F.R. sec. 54.511(b). In order to ensure that applicants are not requesting discounts for services beyond their reasonable needs, USAC denies funding request(s) for not being cost-effective. The costs of the products and services in a funding request should not be significantly higher than the costs generally available in the applicant's marketplace for the same or similar products or services. For example, equipment at prices two or three times greater than the prices available from commercial vendors would not be cost effective, unless there were extenuating circumstances. *See* Ysleta Order para. 54.

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.



We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



**Universal Service Administrative Company**  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2015-2016**

August 08, 2016

Chris Webber  
Tishomingo Indep Sch Dist 20  
PO Box 701713  
Tulsa, OK 74170

Re: Applicant Name: TISHOMINGO INDEP SCH DIST 20  
Billed Entity Number: 139868  
Form 471 Application Number: 1024090  
Funding Request Number(s): 2779824  
Your Correspondence Dated: July 15, 2016

After review of the information and documentation provided, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's funding commitment decision for the FCC Form 471 Application Number and funding requests number(s) (FRN(s)) referenced above. This letter provides an explanation for USAC's decision. The date of this letter also begins the sixty (60) day time period for appealing this decision. If your Letter of Appeal included more than one FCC Form 471 Application Number, please note that you will receive a separate decision for each funding application.

Funding Request Number(s): 2779824  
Decision on Appeal: **Denied**  
Explanation:

- During the appeal review of your FCC Form 471# 1024090 you did not provide any new information to neither reverse the decision nor demonstrate that USAC's determination was incorrect. Therefore FRN 2779824 is denied because you did not select the most cost-effective bid proposal. FCC rules state that in selecting a provider of eligible services, applicants must carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered. The selected bid must itself be cost-effective compared to prices available commercially and stated that "there may be situations where the price of services is so exorbitant that it cannot, on its face, be cost-effective. For instance, a proposal to sell at prices two to three times greater

than the prices available from commercial vendors would not be cost-effective, absent extenuating circumstances." You selected a bid from Meetpoint for an amount of \$3,200/month. The bid chosen is over two to three times more costly than a competing bid offering. This violates the FCC requirement that applicants select the most cost-effective offering from the bids received absent extenuating circumstances. During the review you did not present extenuating circumstances which mitigates your choice of a bid over two to three times greater than the price available from another commercial vendor. In your appeal, you did not demonstrate that USAC's determination was incorrect. Consequently, your appeal is denied.

If you wish to appeal this decision, you may file an appeal pursuant to 47 C.F.R. Part 54, Subpart I. Detailed instructions for filing appeals are available at:  
<http://www.usac.org/sl/about/program-integrity/appeals.aspx>.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company

**Exhibit 14: 2013 Bid Evaluation Sheets**

## BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet Access

COMPANY SUBMITTING BID: Meet Points

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	18
SERVICE HISTORY	20	20
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
LOCATION OF COMPANY	15	12
<b>TOTAL POINTS</b>	100	90

Bid Evaluated by: Linda Holmes

Date: November 12, 2012

Signature: \_\_\_\_\_



# BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet Access

COMPANY SUBMITTING BID: Chickasaw Long Distance

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	20
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	15
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	18
LOCATION OF COMPANY	15	13
<b>TOTAL POINTS</b>	100	81

Bid Evaluated by: Linda Holmes

Date: November 12, 2012

Signature: 

## BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet Access

COMPANY SUBMITTING BID: One Net

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	19
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	15
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	18
LOCATION OF COMPANY	15	13
<b>TOTAL POINTS</b>	<b>100</b>	<b>80</b>

Bid Evaluated by: Linda Holmes

Date: November 12, 2012

Signature:  \_\_\_\_\_

# BID EVALUATION SHEET - Full

Erate Year 2013

SERVICE/EQUIPMENT BID IS FOR: Internet Access

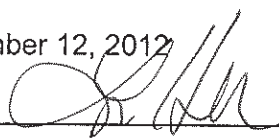
COMPANY SUBMITTING BID: Windstream

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS & SERVICES	25	17
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	15
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	18
LOCATION OF COMPANY	15	13
<b>TOTAL POINTS</b>	100	78

Bid Evaluated by: Linda Holmes

Date: November 12, 2012

Signature: \_\_\_\_\_



**Exhibit 15: 2014 Bid Evaluation Sheets**

**BID EVALUATION SHEET-Short  
Erate Year 2014**

1. Service that is being evaluated: Internet Access  
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
  2. Company that has submitted bid: Cox
  3. Service level from the bid that is being evaluated: Internet Access - 100mb  
Examples include: Internet access - 200 mb, local phone - 50 lines, cell phones - unlimited pooled minutes, wireless data plans - 500 Mb, WAN Connectivity - (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
  4. Price that is being evaluated: \$1300.
- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
  - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	40
SERVICE HISTORY	20	15
TOTAL POINTS	60	55

Bid Evaluated by (one person per sheet): Linda HolmesDate: 12-16-13Signature: [Signature]



**BID EVALUATION SHEET-Short  
Erate Year 2014**

1. Service that is being evaluated: Internet Access  
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
  2. Company that has submitted bid: Chickasaw Long Distance
  3. Service level from the bid that is being evaluated: Internet Access - 100 mb  
Examples include: Internet access - 200 mb, local phone - 50 lines, cell phones - unlimited pooled minutes, wireless data plans - 500 Mb, WAN Connectivity - (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
  4. Price that is being evaluated: \$2750.<sup>00</sup>
- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
  - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	39
SERVICE HISTORY	20	14
TOTAL POINTS	60	53

Bid Evaluated by (one person per sheet): Linda HolmesDate: 12-16-13Signature: [Signature]

**BID EVALUATION SHEET-Short  
Erate Year 2014**

1. **Service that is being evaluated:** Internet Access  
*Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity*
  2. **Company that has submitted bid:** One Net
  3. **Service level from the bid that is being evaluated:** Internet Access - 100 mb.  
*Examples include: Internet access - 200 mb, local phone - 50 lines, cell phones - unlimited pooled minutes, wireless data plans - 500 Mb, WAN Connectivity - (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.*
  4. **Price that is being evaluated:** \$2860.<sup>00</sup>
- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
  - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	38
SERVICE HISTORY	20	14
TOTAL POINTS	60	52

Bid Evaluated by (one person per sheet): Linda HolmesDate: 12-16-13Signature: [Signature]

**BID EVALUATION SHEET--Short  
Erate Year 2014**

1. Service that is being evaluated: Internet Access  
Examples include: Internet access, local phone service, long distance service, cell phone service, wireless data plan service, WAN connectivity
  2. Company that has submitted bid: Meetpoint
  3. Service level from the bid that is being evaluated: Internet Access - 100mb -  
Examples include: Internet access - 200 mb, local phone - 50 lines, cell phones - unlimited pooled minutes, wireless data plans - 500 Mb, WAN Connectivity - (5) 1 Gb circuits. You may have to determine per-unit pricing (cost per Mb, for example) to compare bids submitted from different companies at different service levels.
  4. Price that is being evaluated: \$5617.50
- POINTS MUST BE AWARDED IN ALL CATEGORIES. DO NOT WRITE "N/A" IN ANY CATEGORY.
  - DO NOT GIVE EQUAL POINTS FOR PRICE TO TWO VENDORS UNLESS THEY BID THE EXACT SAME SERVICE FOR THE EXACT SAME PRICE

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	40	37
SERVICE HISTORY	20	20
TOTAL POINTS	60	57

Bid Evaluated by (one person per sheet): Linda HolmesDate: 12-16-13Signature: [Signature]

**Exhibit 16: 2015 Bid Evaluation Sheets**

## Erate Year 2015 - INTERNET BID EVALUATION SHEET

1. Company that has submitted bid: One Net
2. Service level (bandwidth) of eligible goods and services from the bid that is being evaluated: 100 Mbps
3. Price of eligible goods and services that is being evaluated: \$1074.<sup>00</sup>
4. Ineligible goods and services being evaluated: 0
5. Price of ineligible goods and services that is being evaluated: 0  
If no ineligible services are included in the bid being evaluated award the maximum points available in this category.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	25	25
PRICE OF INELIGIBLE GOODS AND SERVICES	15	15
SERVICE HISTORY	20	0
EXPERTISE OF COMPANY	20	0
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
ONSITE TECHNICAL SUPPORT SERVICES	20	0
BASIC FIREWALL SERVICES	20	20
ONSITE CONFIGURATION/TURN UP OF SERVICE	10	10
TOTAL POINTS	150	90

Bid Evaluated by (one person per sheet): Linda Holmer

Date: 2-19-15

Signature: [Signature]



# Erate Year 2015 - INTERNET BID EVALUATION SHEET

1. Company that has submitted bid: Chickasaw Long Distance
2. Service level (bandwidth) of eligible goods and services from the bid that is being evaluated: 100 M bps
3. Price of eligible goods and services that is being evaluated: \$1,900.00
4. Ineligible goods and services being evaluated: 0
5. Price of ineligible goods and services that is being evaluated: 0  
If no ineligible services are included in the bid being evaluated award the maximum points available in this category.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	25	24
PRICE OF INELIGIBLE GOODS AND SERVICES	15	15
SERVICE HISTORY	20	0
EXPERTISE OF COMPANY	20	0
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
ONSITE TECHNICAL SUPPORT SERVICES	20	20
BASIC FIREWALL SERVICES	20	0
ONSITE CONFIGURATION/TURN UP OF SERVICE	10	0
TOTAL POINTS	150	29

Bid Evaluated by (one person per sheet): Linda Holmes

Date: 2-19-15

Signature: [Signature]

# Erate Year 2015 - INTERNET BID EVALUATION SHEET

1. Company that has submitted bid: Windstream
2. Service level (bandwidth) of eligible goods and services from the bid that is being evaluated:  
100 Mbps
3. Price of eligible goods and services that is being evaluated: \$ 2000.00
4. Ineligible goods and services being evaluated: 0
5. Price of ineligible goods and services that is being evaluated: 0  
If no ineligible services are included in the bid being evaluated award the maximum points available in this category.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	25	23
PRICE OF INELIGIBLE GOODS AND SERVICES	15	15
SERVICE HISTORY	20	0
EXPERTISE OF COMPANY	20	0
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	18
ONSITE TECHNICAL SUPPORT SERVICES	20	0
BASIC FIREWALL SERVICES	20	20
ONSITE CONFIGURATION/TURN UP OF SERVICE	10	0
TOTAL POINTS	150	76

Bid Evaluated by (one person per sheet): Linda Holmes

Date: 2-19-15

Signature: [Signature]

# Erate Year 2015 - INTERNET BID EVALUATION SHEET

1. Company that has submitted bid: Bhina Communications
2. Service level (bandwidth) of eligible goods and services from the bid that is being evaluated: 100 Mbps
3. Price of eligible goods and services that is being evaluated: \$ 2769.00
4. Ineligible goods and services being evaluated: 0
5. Price of ineligible goods and services that is being evaluated: 0  
 If no ineligible services are included in the bid being evaluated award the maximum points available in this category.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	25	22
PRICE OF INELIGIBLE GOODS AND SERVICES	15	15
SERVICE HISTORY	20	0
EXPERTISE OF COMPANY	20	0
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
ONSITE TECHNICAL SUPPORT SERVICES	20	18
BASIC FIREWALL SERVICES	20	20
ONSITE CONFIGURATION/TURN UP OF SERVICE	10	0
TOTAL POINTS	150	95

Bid Evaluated by (one person per sheet): Linda Halmer

Date: 2-19-15

Signature: [Signature]

# Erate Year 2015 - INTERNET BID EVALUATION SHEET

1. Company that has submitted bid: Cox
2. Service level (bandwidth) of eligible goods and services from the bid that is being evaluated:  
100 Mbps
3. Price of eligible goods and services that is being evaluated: \$2,838.00
4. Ineligible goods and services being evaluated: 0
5. Price of ineligible goods and services that is being evaluated: 0  
If no ineligible services are included in the bid being evaluated award the maximum points available in this category.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	25	
PRICE OF INELIGIBLE GOODS AND SERVICES	15	21
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
ONSITE TECHNICAL SUPPORT SERVICES	20	18
BASIC FIREWALL SERVICES	20	0
ONSITE CONFIGURATION/TURN UP OF SERVICE	10	0
TOTAL POINTS	150	94

Bid Evaluated by (one person per sheet): Linda Holmes

Date: 2-19-15

Signature: [Signature]

# Erate Year 2015 - INTERNET BID EVALUATION SHEET

1. Company that has submitted bid: Meetpoints
2. Service level (bandwidth) of eligible goods and services from the bid that is being evaluated:  
100 Mbps
3. Price of eligible goods and services that is being evaluated: \$3200.00
4. Ineligible goods and services being evaluated:
5. Price of ineligible goods and services that is being evaluated:   
If no ineligible services are included in the bid being evaluated award the maximum points available in this category.

Evaluation Factor	Maximum Points	Total Awarded Points
PRICE OF ELIGIBLE GOODS AND SERVICES	25	
PRICE OF INELIGIBLE GOODS AND SERVICES	15	20
SERVICE HISTORY	20	15
EXPERTISE OF COMPANY	20	20
UNDERSTANDING OF NEEDS/COMPLETENESS OF BIDS	20	20
ONSITE TECHNICAL SUPPORT SERVICES	20	20
BASIC FIREWALL SERVICES	20	20
ONSITE CONFIGURATION/TURN UP OF SERVICE	10	20
TOTAL POINTS	150	145

Bid Evaluated by (one person per sheet): Linda Holmes

Date: 2-19-15

Signature: [Signature]